

प्राधिकार से प्रकाशित

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नई विल्ली, शनिवार, ग्रगस्त 9, 1969/श्रावरण 18, 1891

No. 32]

NEW DELHI, SATURDAY, AUGUST 9, 1969/SRAVANA 18, 1891

इस भाग में भिन्न पृष्ठ संख्या वी जाती है जिससे कि यह श्रलग संकलन के कप में रखा जा सके। Separate paging is given to this Part in order that it may be filed as a separate compilation.

## नोहिस

### NOTICE

नीचे लिखे भारत के भ्रसाधारण राजपन्न 20 जुलाई, 1969 तक प्रकाशित किये गर्ये :--The undermentioned Gazettes of India Extraordinary were published up to the 20th July, 1969:--

Issue No.	<b>N</b> o	o. and :	Date	Issued by	Subject
235.	S.O. 2835, ( July, 1969.	dated	11th	Ministry of Foreign Trade and Supply.	The export of Fennel, Fenugreek and Celery Seeds (Inspection) Rules, 1969.
	S.O. 2836, dat July, 1969.	:ed	11th	Do. ]	Recognition of grade designation mark with respec of Fennel, Fenu- greek and Ce' cry Seeds.
236.	S. O. 2837, July, 1969.	dated	īīth	Election Commission of India.	Corrections in the Delimitation of Parliamentary and Assembly Constituencies Order, 1966.
237.	S.O. 2838, July, 1969.	dated	11th	Do	Corrections and amendments in the D mitation of Parliamentary and Assembly Constituencies Order, 1966.
238.	S. O. 2839, July, 1969.	dated	11th	Ministry of Foreign Trade and Supply.	Extending the period of tenure of the management of Model Mills, Nag-pur Ltd., Nagpur for a further period of one year from the 18th July, 1969.

Issue No.	No. and Date	Issued by	Subject
23). S. O. July	2840, datel 14th , 1969.	Election Commission of India.	Appointments of dates for Presidential Election.
	2841, dated 14th 7, 1969	Do.	Fixation of places for the Presidential Election as specified in the table therein.
S. O. July	2842 dated 15th	Do.	Specification of hours for the Presi- dential Election.
S. O. July	2843, dated 14th 1969.	Do.	Specification of Assistant Returning Officers for the Presidential Election is mentioned in the table therein.
एस०	म्रो० 2844, दिनांक 14 जुलाई, 1969	नारत निर्वाचन श्रा	थाग राष्ट्रपति पद के निर्वाचन के लिए तारीखें नियत करना ।
प्र-	म्रो० 2845, {दिनांक 14 जुलाई 1969	तदैव	राष्ट्रपति पद के निर्वाचन के लिए स्थान नियत करना जो कि सारणी में विनिर्दिष्ट है ।
एस०	म्रो॰ 2846, [दिनांक 14 जुलाई, 1969	तदैद	राष्ट्रपति पद के निर्वाचन के लिए समय नियत करना ।
एस०	ष्मो० 2847, दिनांक 14 जुलाई, 1969	तदैव	सारणी में विनिर्दिष्ट सहायक रिटनिंग भ्राफिसर राष्ट्रपति पद के निर्वाचन के लिए संचालन करना ।
240 एस॰	ग्री	लोक सभा सचिवालय	भारत के राष्ट्रपति के पद के लिये निर्वाचन की लोक सूचना ।
S. O. 2 July,	:849, datel   14th L 1969.	אל Sabha Sec e- tariat.	Pablic Notice of election to the Office of President of India.
ı. S. O. ; July, :	2850, dated 14th ]]]	Ministry of Foreigi Trade and Supply	The Export of Senna Leaves and Pods (Inspection ) Rules, 1969.
S. O. 28 July, :	351, dated the 14th 1969.	Do.	Recognition of grade designation mark with respect of Senna Leaves   and Pods.
2. S.O. 26 July 1	52 lated the 15th 1969.	Do. <b>3</b>	A nendments to the notification No S. O. 2842, dated the 23rd September, 1966 read with S.O. 3232 dated 11th September, 1967.
S. O. July, 1	2853, dated, 15th 969.	Do.	Annahments to the notification No. S. O. 3134, dated 4th September, 1968.
\$. O. : July, 1	2854, <sup>*</sup> dated 15th 969.	Do.	The Export of Coir Yarn (Inspection) Ame dment Rules 1969.

Issue No.	No. and Date	Issued by	Subject
<b>24</b> 3.	S. O  2931, dated 18th, July, 1969.	Musery of Infor- mation and Broad- casting.	Approval of the films as specified therein.
	एस० श्रो० 2932, दिनांक	सूचना तथा प्रसारण	<b>भ्र</b> नुसूची में दी गई। फिल्मों को
	18 जुलाई, 1969।	ें मंत्रालय	स्वीकृत करना ।
<b>2</b> 44.	S. O. 2333, dated 18th July, 1969.	Ministry of Home Affairs.	The Punjab Zila Parishads, Panchayat Samities and Gram Sabhas (Reconstitution and Reorganisation) Order, 1969.
	का० भ्रा० 2934, दिनांक	गृह मंत्रालय	पंजाब जिला परिषद्, पंचायत
	18 जुलाई, 1969 ।		समिति <b>भौ</b> र <b>प्राम सभा</b>
	·		(पुनर्गठन श्रौर पुनस्संगठन) स्रादेश, 1969।
<b>2</b> 45.	S. O. 2935, dated 19th July, 1969.	Ministry of Home Affairs.	Prohibition of strikes in essential services in the Union territory of Himachal Pradesh.
245-A	S.O 2335-4, dired 19th July, 1969.	M nistry of Finance.	Vesting the management of the Jupiter General Insurance Company Limited in the Board of Directors of the Company.
	एस० भ्रो० 2935-बी विनांक	वित्त मंत्रालय	जपिटर जनरल इन्ग्योरेन्स कम्पनी
	19 जुलाई, 1969।		लिमिटेड का प्रबन्ध कम्पनी
	,		के निदेशक बोर्ड में निहित होना ।
<b>2</b> 45-B	S.O. 2935-C dated 19th July, 1969.	Ministry of Finance.	Cancelling the order for appointment of an administrator to manage the Empire of India Life Insurance Company Ltd., Bombay with effect from the 11th July, 1951.
	<b>एस० म्रो० 2935- ही</b> ,	वि <del>त</del> मंत्रालय	एम्पायर श्राफ इंडिया लाइफ
	विनांक 19 जुलाई		इंग्योरेन्स कम्पनी लिमिटेड,
	1969 1		बम्बाई के कार्यों का∮प्रबन्ध
			करने के लिए 11 जुलाई,
			1951 से एक प्रशासक की
			नियुक्ति के भावेश को रद्द
			करना ।
<b>2</b> 46. S	S. O. 2936, dated 20th July, 1969.	Ministry of Home Affairs.	Shri V. V. Giri have resigned office of Vice-President of India with effect from 2cth July, 1969.
S	S. O. 2937, dated 20th July, 1969.	Do.	Chief Justice of India, Shrl Justice Mohammad Hidayatullah to discharge the functions 1 of the President with effect from 20th July, 1969.

Issuc No.	No. and Date	Issued by	Subject.
	एस० म्रो० 2938, दिनांक 20 जुलाई, 1969	गृह मंत्रालय	श्री वी० वी० गिरी, भारत के उप-राष्ट्रपति, के भ्रपने पद का 20 जुलाई, 1969 से त्याग करना।
	एस० श्रो० 2939, दिनांक 20 जुलाई, 1969	तदैव	भारत के मुख्य न्यायाधिपति श्री मोहम्मद हिदायत उल्लाह 20 जुलाई, 1969 से, राष्ट्रपति के कृत्यों का निर्वाहन करना ।

अपर लिखे ग्रसाधारण राजपत्रों की प्रतियां प्रकाशन प्रबन्धक, सिविल लाइन्स, विस्ली के नाम मांगपत्र भेजने पर भेज ी जाएंगी। मांगपत्र प्रबन्धक के पास इन राजपत्रों के जारी होने की तारीख से 10 विन के भीतर पहुंच जाने चाहिएं।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

## भाग II--- खण्ड 3--- उपखण्ड (ii)

## PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केन्द्रीय प्राधिकरएों द्वारा जारी किये गए वि<sup>र</sup>श्क श्रादेश और स्रधिस्थनाएं।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

### ELECTION COMMISSION OF INDIA

### ORDER

New Delhi, the 19th July 1969

- S.O. 3132.—Whereas the Election Commission is satisfied that Shri Har Lal, S/o Shri Hira Nand, Village Khatodra, P. O. Dhandaur, District Mahendragarh (Haryana), a contesting candidate for the mid-term election to the Haryana Legislative Assembly held in May, 1968, from Mahendragrah constituency, has falled to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;
- 2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;
- 3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Har Lal to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the

Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. HN/LA/61/68(34).]
By Order,
K. S. RAJAGOPALAN, Secy.

## भारत निर्वाचन ग्रायोग

### भावेश

नई दिल्ली, 19 जुलाई 1969

एस॰ भो॰ 3133:—यतः निर्वाचन श्रायोग का समाधान हो गया है कि मई, 1968 में हुए हरियाणा विधान सभा के लिए मध्यावधि निर्वाचन के लिए महेन्द्र गढ़ निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री हरलाल, सुपुत्र श्री हीरानन्द, ग्राम खानोदड़ा, डाकघर घन्दौर, जिला महेन्द्र गढ़ (हरियाणा) लोक प्रतिनिधित्व श्रधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा श्रपेक्षित श्रपेने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में श्रसफल रहे हैं;

श्रीर, यतः, उक्त उम्मीदवार उसे सम्यक् सूचना दिये जाने पर भी लेखा दाखिल करने में श्रसफल रहा है श्रीर उसने श्रपनी इस श्रसफलता के लिए कोई कारण श्रथवा स्पष्टीकरण नहीं किया है; तथा निर्वाचन श्रायोग का यह समाधान हो गया है कि उसके पास इस श्रसफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है;

अतः, श्रव, उक्त श्रिधिनियम की धारा 10-क के श्रनुसरण में निर्वाचन श्रायोग एतद्द्वारा उक्त श्री हरलाल को संसद के किसी भी सदन के या किसी राज्य की विधान सभा श्रयवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस श्रादेश की तारीख से तीन वर्ष की कालाविध के लिए निर्राहत घोषित करता है।

> [सं० हर० वि० स०/61/68 (34)] श्रादेश से,

> > के० एस० राजगोपालन, सचिव ।

## विधि मंत्रालय

## (विषायी विभाग)

नई दिल्ली, 8 जुलाई 1969

एस० श्रो० 3134.— पंजाब पुनर्गठन श्रधिनियम, 1966 (1966 का 31) की धारा 72 की उप-धारा (1) के श्रधीन जारी की गई विधि मंत्रालय (विधायी विभाग) में भारत सरकार की अधिसूचना सं० 4(3)/67—वक्फ दिनांक 19 जुलाई, 1967, के साथ पठित, वक्फ श्रधिनियम, 1954 (1954 का 29) की धारा 21 की उप-धारा (1) के द्वारा प्रवत्त शक्तियों का प्रयोग करते हुए श्रौर पंजाब वक्फ बोर्ड के संकल्प विनांक 7—7—69 में यथो-पबंधित पंजाब वक्फ बोर्ड से परामर्श करके, केन्द्रीय सरकार, एतद्द्वारा वक्फ बोर्ड में सम्पत्ति

भाधिकारी, श्री एखलाक ग्रहमद खां को ग्रब से लेकर श्रामे आदेश होने तक बोर्ड के कार्य-वाहक सचिव के रूप में नियुक्त करती है।

> [सं० 4(3) 67-वक्फ] **६० वक्टे**श्वरन, उप-सचिव ।

### MINISTRY OF HOME AFFAIRS

New Delhi, the 1st August 1969

S.O. 3135.—In exercise of the powers conferred by section 3 of the Commissions of Inquiry Act, 1952, the Central Government hereby appoints Shri G. K. Bhanot as a Member of the Commission of Inquiry constituted by the notification of the Government of India in the Ministry of Home Affairs No. S.O. 1104, dated the 29th March, 1965, and directs that the following amendments shall be made in the said notification, namely:—

In the said notification-

- (i) in paragraph 2 (relating to the Composition of Commission), in item
   (3), for the words "Joint Secretary, Ministry of Finance" the words "IAS Officer of Maharashtra Cadre", shall be substituted;
- (ii) after item (4), the following item shall be inserted, namely:—
  "(5) Shri G. K. Bhanot, Joint Secretary, Ministry of Finance".

By order and in the name of the President of India.

[No. 1/3/65-Delhi.]

R. C. JAIN, Dy. Secy.

## गृह संत्रालय

## ्रेनई दिल्ली, 1 मगस्त 1969

एस० श्रो० 3136.—जांच श्रायोग श्रिधिनियम, 1952 की धारा : द्वारा प्रदत्त शिक्तियों का प्रयोग करते हुए केन्द्रीय सरकार श्री जी० के० भनोट को, भारत सरकार के गृह मंद्रालय की श्रिधिसूचना सं० का० श्रा० 1104 तारीख 29 मार्च, 1965 द्वारों गठित जांच श्रायोग के सदस्य के रूप में नियुक्त करती है श्रोर निदेश देती है कि उक्त श्रिधसूचना में निम्नलिखित संशोधन किए जाएंगे, श्रर्थात् —

## उक्त ग्रधिसूचना में,---

- (i) (श्रायोग के गठन से संबंधित) पैरा 2 में, मद (3) में "संयुक्त सचिव, विक्त मंत्रालय" शब्दों के स्थान पर "श्राई० ए० एस० श्राफिसर, महाराष्ट्र काडर" शब्द प्रतिस्थापित किए जाएंगे ;
- (ii) मद (4) के पश्चात् निम्नलिखित मद धन्तः स्थापित की जाएगी, धर्यात्—
  "(5) श्री जी० के० भनोट,

संयुक्त सचिव, वित्त मंत्रालय।"

भारत के राष्ट्रपति के धादेश द्वारा सयाः उन के नाम में। [संख्या 1/3/65—दिल्ली] धार० सी० जैन, उप सचित्र।

### CENTRAL BOARD OF DIRECT TAXES

### INCOME-TAX

### New Delhi, the 29th July, 1969

S.O. 3137.—In exercise of the powers conferred by sub-section (1) of Section 121 of the Income-tax Act 1961 (43 of 1961), the Central Board of Direct Taxes hereby makes the following amendments to the Schedule appended to its Notification No. 20 [F. No. 55/1/62-IT] dated the 30th April, 1963 published as S.O. 1293 on pages 1454—1457 of the Gazette of India Part II, Section 3, sub-section (ii) dated the 11th May, 1963 as amended fro mtime to time:

Against S. No. 9, Madras I under Column 3 of the Schedule appended thereto, the following entries shall be added.

21. Special Investigation Circle I, Madras.

This notification shall come into force on the 1st August, 1969.

[No. 105(F. No. 55/265/69-IT.AI.]

L. N. GUPTA, Under Secy.

### ESTATE DUTY

### New Delhi, the 30th July, 1969

S.O. 3138.—In partial modification of Notification No. 17/F. No. 39/1/67-E.D. dated the 27th February, 1969 published as S.O. 971 in Part II, Section 3, Sub-Section. (ii) of the Gazette of India, the following words occurring in the last para, viz.

"This notification shall be deemed to have come into force on the forencom of the 14th January, 1969";

shall be substituted by the following words:

"This notification shall be deemed to have come into force on the forenoon of the 14th January, 1969 in respect of the assessments made or orders passed in any area comprised within the jurisdiction of the Commissioner of Income-tax, Andhra Pradesh and on the forenoon of 8th February, 1969 in respect of the assessments made or orders passed in any area comprised within the jurisdiction of Commissioner of Income-tax, Poona".

[No. 26(F.No. 39/1/67-E.D.).] S. BHATTACHARYYA, Secy.

## OFFICE OF THE COMMISSIONER OF INCOME-TAX, KERALA ERNAKULAM SOUTH

### INCOME-TAX

### Cochin, the 15th July 1969

S.O. 3139.—In pursuance of sub-section (1) of section 287 of the Income-tax Act 1961 (43 of 1961) and in pursuance of the order F. N 16/202/67-ITB dated 25th March 1969 of the Ministry of Finance (Department of Revenue and Insurance) Government of India, I hereby publish the names and the other particulars relating to assessees on whom a penalty of not less than Rs. 5,000/was imposed during the financial year 1966-67 in Schedues I and II appended hereto:—

### SCHEDOLE I

## Persons who have been penalised for concealment of income under section 271(1)(c)

No.	Name and address	Si	tatus	Amount of Penalty 4	Assessment year 5
1.	Sri M.K. Thomas, Meenamthottathil, B			Ra.	
2.	Hill, Trivandrum M/s. S.V.A. Janardhanan Pillai, Quilon		dividual rm	, 6,000 9,000	1962-63 1963-64

	2 3	4	5
_	Partners:—  (I) Sri A. Janardhanan Pillai  (2) Sri S. Velukutty Pillai	Rs.	
١.	Sri K. Gopinathan Nair, Cashew Exporter, Quilon Individual	15,000	1964-6
١.	M/s. Union Engineering Co., Quilon Firm	13,000	1961 <b>-6</b>
	Partners:— (1) Sri T. S. Sreenivasan (2) Sri T.S. Seshan (3) Sri T.S. Venkiteswaran (4) Sri T.S. Ramaswamy		
•	Sri P. S. Kesavan Vaidyan, S.D. Pharmacy, Alleppey Individual	36,294	1961-6
	M/s. S. N. Oil Mills, Alleppey Firm	5,000	1965-6
	Partnersi— (1) Sri M.N. Raghavan (2) Sri Kunjan Raghavan (3) Shrimati Kalyani Gomathi		
	Sri V.O. Ouseph, Shertallay Individual	10,276	1960-6
	Sri V.O. Ouseph, Shertallay Individual	17,655	1961-6
	Sri M. Paul Mathews, Transporting Contractor, Alwaye	55,000	1964-6
	Sri C.C. Krishnan Achari, Gold Merchant, Vaikom	12,600	1963-64
	Mrs. Basil Rajam Louis, Prime Bhavan, Thoppumpady, Cochin ,,	5,200	1960-61
•		10,000	1964-6

81. No.	Name and address St	tatus Amount of Penalty	Assessment year
1	2	3 4	5
		Rs.	<del> </del>
ı.	Sri U.S.M. Fernandez, Cashew Exporter, Quilon Indi	vidual 7,942	1963 <b>-64</b>
2.	Sri Mathew C. Cheriyan, Ernakulam ,	5,037	1963-64
3.	M/s. Kerala Tile & Clay Works, Kuttanellur Firm	8,216	1962-63

S.O. 3140.—In pursuance of sub-section (1) of section 287 of the Income-tax Act, 1961 (43 of 1961) and in pursuance of the order F. No. 16/202/67-ITB dated 25th March, 1969 of the Ministry of Finance (Department of Revenue and Insurance) Government of India, I hereby publish the names and the other particulars relating to assessees on whom a penalty of not less than Rs. 5,000/was imposed during the financial year 1967-68 in Schedules, I, II, III and IV appended hereto:—

SCHEDULE I

Persons who have been penalised for concealment of income under section 271(1)(c):--

Sl. No.	Name and address	Status	Amount of Penalty	Assessment year
I	2	3	4	5
			Rs.	
1	Sri A. Meeran Moideen Rawther, Gani's Tea Stores, Trivandrum.	Individual	9,000	1964-65
2	Sri K. Ponnan, S.N.T. College, Trivandrum	22	15,000	1964-65
3	M/s. C.U. Issac and M. Kuriakose, Contractors, Kolancherry.	Firm	15,000	1965-66
	Partners:— (I) Sri C. U. Issac, (2) Sri M. Kuriakose.			
4	M/s. Vellappally Bros. Kottayam.	Firm	12,718	1965-66
	Partners:			
	<ul> <li>(1) Shri. V.C. Mathew</li> <li>(2) Sri Chandy Vellappally</li> <li>(3) Sri V. M. Alexander</li> <li>(4) Sri N. M. Jacob.</li> </ul>			

Schedule II

Persons who have been penalised for failure to files returns of income or to produce books of accounts under section 271(1) or (b)

S1. <b>N</b> o.	Name and address	Status	Amount of Penalty	Assessment Year
(1)	(2)	(3)	(4)	(5)
	o i p pi des pillei Col e France		Rs.	
_	Sri P. Bharathan Pillai, Cashew Exporter, Quilon.	Individual	5,808	3 1965-66
	Sri U.S.M. Fernandez, Urban Stansisalus & Co. Quilon.	,,	5,254	1964-65
-	Sri P. Gangadharan Pillai, Cashew Exporter Quilon.	30	10,063	1965-66
•	Sri P. Lakshmanan Pillai, M/s. Laxman & Co. Quilon.	,,,	20,388	1965-66
_	Sri P. Sathrugnan Pillai, Cashew Exporter, Quilon.	3)	13,851	1965-66
.6	Srcepadam, Represented by Kartha H. H. Sir Rama Varma, Trivandrum.	H. U. F.	21,770	1960-61
7	Sri M. Paul Mathews, Transporting Contractor Alwaye.	Individual	7,360	1965-66
8	Sri Ambat Eachukutty Menon, Chittur, Palghat.	H.U.F.	19,177	7 1961-62

# SCHEDUIE III Persons who have been penalised for non-payment of tax under Section 221.

Sl. No.	Name and address	Status	Amount of Penalty	Assessment Year
(1)	(2)	(3)	(4)	(5)
I	Sri B. N. Sreedharan Unni, Sreekrishna Pharmacy, Trivandrum.	Individual	Rs. 5,000	1966-67
1 2		Individual Company,	-	1966-6 <b>7</b> 1967-68

### SCHEDULE IV

Persons who have been fenalised for other defaults like failure to file annual returns relating to employees and failure to fay tax after deductions from salaries:—

Sl. No.	Name and address	Status	Amount of Penalty	Assessment Years
(1)	(2)	(3)	(4)	(5)
	Sri P. Lakshmana Pıllai, M/s. Laxman & Co., Quilon. Sri P. Gangadharan Pillai, Cashew Experier,	Individual	Rs. 7,500	1965-66

### [C, No. 10-B-Tech, A/69-70]

- **8.0.** 3141.—In pursuance of Sub-section (1) of Sec. 287 of the Income-tax Act 1961 (43 of 1961) and in pursuance of the order 1. No. 16/202/67-1TB dated 25th March, 1969 of the Ministry of Finance (Department of Revenue and Insurance Government of India, Thereby publish the names of the assessees,
  - (a) being individual's or, Hindu Undivided Families, who have been assessed on an income of more than a lash of rupces, in schedule I appended hereto;
  - (b) being firms, associations of persons or Companies who have been assessed on incomes of more than ten lakes of rupees, in Schedule II appended hereto during the financial year 1967-68.

### SCHEDULE I

Names of all Individuals and Hindu Undivided Families assessed on an income over Rs. one lakk in the financial year 1967-68

Sl. No.	Name and address of the assesse			Status	Assessment year	Income assessed under Income Tax Act, 1961
		<del></del>	- <del>( </del>	······································		Rs.
E A	hri/Smt. Imbrose P. Ferns, Quilon Ars. Amina Bai Panayapilly, Coch	 ha		Individual	1966- <del>67</del> 19 <b>66-6</b> 7	1,48,840 1,07,780

(1)	(2)	(3)	(4)	(5)
	Shri/Smt.		<u> </u>	Rs.
3	P. Achuthan Pillai, c/o M/s. Achuthan Pillai & Co.,			
_	Cochin	Individual	1966-67	1,30,820
4 5	Haji K. Assainar, General Merchant, Cochin Haji A. Abdul Khuder, Beedi Manufacturer,	23	1963-64	1,58,100
6	Chawghat. Haji A. Abdul Khader, Beedi Manufacturer	3)	1965-66	1,57,360
7	Chawghat Haji A. Abdul Khader, Beedi Manufacturer	,,	1966-67	2,06,010
	Chawghat	37	1967-68	1,83,29
8	A. Abdul Rahiman, Chawghat	25	1966-67	1,73,6900
. 9	A. Abdul Rahiman, Chawghat	33	1967-68	1,92,500
10	S. Anandji Shah, S. M. Street	22	1967-68	1,20,940
II	V. Balakrishnan Nair, G.B. Transport Guruvayoor	22	1967-68	1,21,135
12	A. K. Bava, Alleppey	33	1963-64	1,50,200
13	P. Bharathan Pillai, Quilon	30	1966-67	1,37,980
14	P. Balakrishna Pillai, International Cashew Traders, Quilon	>>	1966-67	3,95,390
15	P. Balakrishnan Pillai, International Cashew			0 - 4-4
	Traders, Quilon	33	1967-68	8,19,610
16	P. Bharathan Pillai, Quilon	"	1967-68	8,39,910
17	M. Chacko Pillai, Contractor, Kolancherry	22	1966-67	2,44,165
18	K. C. Cherian, Kurumthoththil, House, Ayiroor	33	1966-67	1,06,800
19 20	K. Devayana Amma Cshsew Exporter Quilon Y. M. Elias, C/o M/s. Indo M rine Agencies,	"	1965-66	1,26,850
	Cochin	33	1964-65	1,87,488
21	K. J. Francis, Fashion Fabric, Trichur	,,	1964-65	2,28,812
22	K. J. Francis, Fashion Fabris, Trichur	)) <sub>0</sub>	1965-66	3,08,238
23	K. J. Francis, Pashion Fabrics, Trichur	22.5	1966-67	2,67,890
24	K. J. Francis, Fushion Pabrics, Trichur	>>	1967-68	2,86,580
25	M. K. Gopinath, Beypoor, Calicut	>>	1957-58	1,81,200
26	P. Gangadharan Pillai, Cashew Exporter, Quilon	".	1966-67	1,36,920
27 28	K. Gopinathan Nair, Quilon P. Gomathi Amma, Quilon Marine Produce Co.,	ار دد	1967-68	5,55,214
	Quilon.	**	1967-68	1,76,800
29	P. Gangadharan Pillai, Quilon	12	1967-68	6,81,410
30 30	P. Gopinatha Pillai, Quilon H. H. Gouri Parvathi Bhai, Kavdiar Palace,	, ,,	1966-67	2,75,720
32	Trivandrum H. H. Gouri Lakshmi Bhai, Kavdiar Palace,	**	1967-68	1,63,020
33	Trivandrum. H. H. Walter, Gemini Sales Corporation,	<b>3</b> 3	1967-68	1,78,200
34	Quilon H. M. Walter, Gemini Sales Corporation,	92	1965-66	710,241,2
35	Quilon J. N. A. Hobbs, Pierce Leslie & Co. Ltd.,	32	1966-67	1,28,790
	Quilon	>>	1966-67	1,43,740
36 37	J.B. Iremes, H. & C. Ltd., Quilon Ismail Ibrahim Sait, C/o Indo Marine Agencies	"	1967-68	1,01,110
38	Cochin C. L. Joseph, C/o G. P. Lonappan & Sons,	23	1964-65	1,75,700
	Trichur C. L. Joseph, C/o C. P. Lonappan & Sons,	23	196 <b>3-64</b>	2,34,288
39	Trichur C. L. Joseph, C/o C. P. Lonappan & Sons,	"	1964-65	2,20,117
40	Thehur  C. L. Joseph, C/o C. P. Lonappan & Sons,	,,	1965-66	1,36,270
41	Trichur		1966-67	1,33,834
42	war of the Table 1 Co. 15	25	1966-67	2,74,160
42 43	Kurion Abraham, Ooppoottil, Kottayam	33	1967-68	2,00,960
44	Kakkubhai Chakkubhai, partner Kakkubhai & Co.,	**	-,,,,	_,_,_,
44	Trivandrum	33	1967-68	1,56,530
45		3)	1964-65	1,00,935
46	P. M. Kumaran, Partner, Sadhoo Beedi Depot,			
	Cannanore	33	1967-68	3,89,234

(1)	(2)	(3)	(4)	(5)
—,—		<u></u>		<del>, _, </del>
47	A. K. Khaderkutty, Western India Plywood, Balianatam	Individual	1963-64	1,92,850
48	A. K. Khaderkutty, Western India Plywood,	,,	1964~65	1,76,410
49	A. K. Khaderkutty, Western India Plywood, Baliapatam	,,	1965-66	1,50,387
50	A. K. Khaderkutty, Western India Plywood Baliapatam	,,	1966-67	1,30,080
51	K. Kochukrishnan, Nair, Geetha Automobiles, Calicut	,,	1967-68	1,69,080
52	C. Kunjukutty, C/o Malabar Road Ways Service, Calicut	,,	1965-66	1,20,040
53	C. Kunjukutty, C/o Malabar Road Ways, Service Calicut		1958-59	1,49,440
54	A. K. Kunhimayin Haji, Landlord, Malaparamba	,,	1955-56	1,24,540
55	Laxmana Reddiar by K. L. Veeriah, Alleppey	23	1963-64	1,01,550
56 57	H. H. Lakshmi Bai, Kavdiar Palace, Trivandrum C. L. Lona, c/o M/s. C. P. Lonappan & Sons,	33	1967-68	1,95,770
58	Trichur C. L. Lona, c/o M/s. C. P. Lonappan & Sons,	,,	1963-64	2,17,316
	Trichur	,,	1964-65	2,01,164
59	C. L. Lona, c/o M/s. C. P. Lonappan & Sons, Trichur	,,	1965-66	1,14,549
60	C. L. Lona, c/o M/s. C. P. Lonappan & Sons. Trichur	,,	1966-67	1,05,540
61	P. Lakshmanan Pillai, Cashew Exporter, Quilon	,,	1966-67	1,32,910
62	P. Lakshmanan Pillai, Cashew Exporter, Quilon		1967-68	7,31,450
63	P. Lakshmikutty Amma, Quilon	. A	1967-68	
	I D Lovett Vottovom	الآوو		1,78,340
64	J. D. Loyatt, Kottayam	33	1967-68	1,01,040
65	Maria Martina Walter, Quilon	أبدد	1966-67	1,24,520
66	H. A. Mohammed Hameefa, Quilon		1967-68	1,23,150
67 68	J. Mohandas Rajan, Quilon Mohammed Ibrahim, c/o M/s. Indo-Marine	,,	1967-68	1,14,760
	Agencies, Cochin	,,	1963-64	3,81,141
69	Mohammed Ibrahim, c/o M/s. Indo-Marine			
70	Agencies, Cochin Mohammed Ibrahim Sait, c/o M/s. Indo-Marine	23	1964-65	2,48,688
71	Agencies, Cochin Mohammed Ibrahim Sait, c/o Indo-Marine	"	1961-62	1,41,046
	Agencies, Cochin	,,	1962-63	2,72,059
72	W. H. Nichel, Madura Co. Ltd	,,	1965-66	1,10,340
73	M. Neelakantan Nair, Qullon	,,	1967-68	3,68,900
74	V. O. Ouseph, Shertallai		1963-64	1,89,781
75	K. J. Pothen, Partner, Kulothungal Motor Cor-	"		-,09,702
_	poration, Trivandrum	33	1963-64	1,99,940
76 77	C. L. Palu, c/o Lonappan and Sons, Trichur C. L. Palu, c/o C. P. Lonappan and Sons,	,,	1963-64	2,55,732
78	Trichur C.L. Palu, c/o C.P. Lonappan and Sons,	23	1964-65	2,43,773
<b>7</b> 0	Trichur.	22	1965-66	1,59,365
79	C.L. Palu, C/o C.P. Lonappan & Sons Trichur.	27	1966-67	1,51,669
80	C.L. Palu, c/o C.P. Lonappan and Sons, Trichur.	22	1967-68	1,08,600
81	Cheria Pathrose, Contractor, Kolancherry.	22	1967-68	1,40,095
82	K.V. Poulose, Ernakulam.	,,	1967-68	1,11,290
83	Paul P. Mani, Chortanikara	22	1965-66	1,13,130
84	Mrs. E.M. Pau, Ernakulam		1964-65	1,11,620
85	D. Purushothama Kamath. Tellicherry	33	1967-68	
86	N. Rajamani Amma, Qull on.	22		1,01,910
	D Doghonon Billei Ovil	23	1966-67	2,84,730
87	P. Raghanan Pillai, Quilon.	**	1967-68	1,37,700
88	L. Radhika Devi, Quilon	30	1967-68	3,64,220
89	G. Rajan Nair, Quilon	23	1967-68	3,65,440

(1)	(2)	(3)	(4)	(5)
90	N. Radha Bai, Quilon	Individual	1966-67	1,06,214
91	H. H. Rama Varma, Ist Prince Kavidar Palace, Trivandrum	23	1967-68	1,88,530
92	V. Raman, Nair, partner, M/s Balakrishna Bros. Trichur	33	1967-68	1,07,950
93	R. Ramakrishna Chettiar, c/o V. Rangaswamy Chettiar, Calicut		1967-68	1,25,110
94	Mrs. Anjali Sengal, Alleppey	22	1966-67	1,94,940
95	H.H. Sethu Parvathi, Bai, Maharani of Travan-	33	-300 -1	-1941940
	core, Kavdiar Palace, Trivandrum	12	1967-68	8,20,470
96	J. B. Souter, K.D.H.P., Munnar	,,	1966-67	1,07,530
97	A. L. Srcenivasa Shenoy, Ernakulam	33	1963-64	1,35,731
98	A. L. Sreenivasa Shenoy, Ernakulam	,,	1964-65	1,31,600
99	A. L. Srecnivasa Shenoy, Ernakulam Salay Mohammed Ibrahim, M/s. Indo Marine	33	1966-67	1,81,837
101	Agencies, Cochin Salay Mohammed Ibrahim M/s. Indo Marine	"	1163-64	3,92,180
102	Agencies, Cochin Salay Mohammed Ibrahim, M/s. Indo Marine	>>	1964-65	1,63,020
103	Agencies Cochin Salay Mohammed Ibrahim M/s. Indo Marine	22	1965-66	1,23,465
103	Agencies, Cochin	53	1961-62	1,34,253
104	P. Sathrungnan Pillai, Cashew Exporter, Quilon	33	1966-67	1,73,320
105 106	P. Sathrungnan Pillai, Cashew Exporter, Quilon N. Sadananda Pai, C/o N. Sadananda Pai & Co.,	33	1967-68	10,39,450
107	Tellicherry V. Seshagiri Bhat, Biddi and Tobacco Merchant,	,,	1967-68	1,15,670
108	Tellicherry C. K. Sundararaja Naidu, Malabar Fisheries,	33	1967-68	1,05,890
	Beypoor P. M. Santhakumari, Partner, Sadhoo Beedi	35	1963-64	2,20,940
109	Depot, Cannanore	23	1967-68	2,45,270
110	M. S. Venkitanarayana Iyer, Madhavan Nair,			
	Road, Calicut	22	1957-58	1,40,906
III	K. Thiruvenktom, Alleppey	35	1963-64	1,04,799
112	Dr. K. George Thomas, Keraladhwani, Kottayam	>>	1963-64	1,71,610
113	Johan Thompson, c/o J. & P. Coats, Koratty .	25	1967-68	1,10,700
114	Vincent P. Ferns, Quilon	25	1966-67	1,68,560
115	K. P. Varghese, Ernakulam	"	1967-68	1,17,940
116	M. K. Vellodi, Calicut	33	1967-68	1,33,460
117	Mrs. T. G. Walter, Quilon	"	1965-66	4,43,848
118	P.G. Water Cashew Exporter, Quilon	33	1964-65	6,28,290
119	H. J. Walter, Quilon		1966-67	1,23,030
120	Mrs. T. G. Walter, Quilon	33	1966-67	790ر47ء2
121	P. Yesoda, c/o Sadhoo Beedi, Depot, Cannanore	,,	1967-68	2,70,370

### SCHEDULE II

Names of all Firms, Association of Persons and Companies assessed on income of over Rs. 10 lakhs in the financial year, 1967-68.

Sl. No.	Name and address of the assessee	Status	Assessment year	Income assessed under Income Tax Act, 1961
(1)	(2)	(3)	(4)	(5)
2	M/s. Aluminium Industries, Ltd., Kundara M/s. Forest Industreis (Travancore) Ltd., Alwaye M/s. Giovanla Binny Ltd., Cochin Indo Marine Agencies, Cochin	Company " Firm	1967-68 1967-68 1967-68 1966-67	Rs. 46,22,960 15,42,520 25,04,100 10,00,972

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(1)	(2)	(3)	(4)	(5)
5	Lakshmi Starch Factory, Kundara	Company	1966-67	11,12,220
6	200/00-00200000000000000000000000000000	Firm	1967-68	20,81,270
77	Periakaramalai Tea & Produce Co., Ltd., P.B.	_		
	No. 33, Coimbatore	Company	1967-68	12,68,210
8	M/s. Quilon Marine Produce Co., Quilon .	Firm	1967-68	10,90,080
19	Sadhoo Beedi Depot, Cannanore	,,	1967-68	11,88,450
to	The Travancore Sugars & Chemicals Ltd., Tiruvalla	Company	1965-66	10,77,890
II	The Travancore Sugars & Chemicals Ltd.,	1	- 2 2	2772 -
	Tiruvella	"	1966-67	10,22,851
·12	The Travancore Chemicals & Manufacturing Co Ltd., Udyogamandal		1967-68	39,11,224
13	The Travancore Rayons Ltd., Rayonpuram,	.,	-2-7	57374
~,	Perumbayoor	33	1967-68	92,42,230
14	The Western India Plywoods Ltd., Baliapatam	19	1963-64	21,36,310
15	The Western India Plywoods Ltd., Baliapatam	33	1964-65	23,03,180
x6	The Western India Plywoods Ltd, Baliapatam	33	1965-66	18,52,490
17	The Western India Plywoods Ltd , Baliapatam	33	1966-67	21,68,810
1Ś	The Western India Plywoods Ltd., Baliahtam,	33	1967-68	23,32,330

[No. 10-B-Tech-A/69-70.]

O. V. KURUVILLA, Commissioner

### THE MADRAS CENTRAL XCISE COLLECTORATE, MADRAS-34

### CENTRAL EXCISES

### Madras, the the 22nd July 1969

8. O. 3142.—In pursuance of Rule 5 of the Central Excise Rules, 1944, the undersigned hereby empowers the officers in the Collectorate of Central Excise, Madras mentioned in column (3) of the Schelule attached to exercise within their jurisdiction, the powers of the Collector under the rules specified in column (2) of the said schedule.

### SCHEDULE

S. No.	Central Excise Rules	Rank of Officers	Limitation, if any
1	2	3	4
I	96ZH(I)	All Officers of and above the rank of Superintendent of Central Excise.	First A. S. P. (Application) may be accepted by the officer not below the rank of Assistant Collector.
.3	96ZH(2)	All officers of and above the rank of Assistant Collectors.	_
3	96ZH (4)	All officers of and above the rank of Superintendent of Central Excise.	(a) Power of accepting renewal application in from A. S.P. shall be exercised by Superintendent, Central Excise.
			(b) (i) Where delay in presenting the A. S. P. is not more than 10 days, the Superintendent, Central Ex- cise shall exercise power of condo- ning the delay.
			(ii) Where delay in presenting the A. S.P. exceeds 10 days, Assistant Collector, Central Excise shall exercise the power.

I	2	3	. 4
1	96ZH (5)	All officer of and above the range of Assistant Collectors Central Excise.	
5	96 <b>Z</b> I (4)	All Officers of and above the rank of Assistant Collector of Central Excise.	_
б	96ZL(i) to (iii)	Adjudicating Officers.	To demand duty to confiscated goods and to impose penalty in accordance with their limits of adjudication power.
_	<del></del>		[C, No. V/19/30/16/69-CX.I.]
			A. R. SHANMUGAM,

## COLLECTORATE OF CENTRAL EXCISE, CALCUTTA & ORISSA, CALCUTTA

Calcutta, the 29th July 1969

S.O. 3143.—In excerise of the powers conferred on me by Rule 5 of the Central Ecise Rules, 1944, I here by authorise the Central Excise Officers, specified in column 2 of the following table, to excercise in their respective jurisdiction in the Collectorate of Central Excise, Calcutta & Orissa, the powers of Collector under the rules enumerated in column 3 of the table subject to restrictions set out in column 4 thereof:

٠.	_	-	-
A	м	Ι.	.н

No	Rank of Officer	Relevant Central Excise Rules in respect of which power is delegated.	Restrictions, if any
I)	(2)	(3)	(4)
ĮI.	An Officer not below the rank of Assistant Collect		_
2.	An Officer not below the rank of a Superintenden		The first A. S. P (Application) shall be accepted by an Officer not below the rank of an Assistant Collector.
		96 ZH(4)	<ul> <li>(i) The power of accepting renewal application in- form A.S.P. shall be exercised by the Super- intendent.</li> </ul>
			(ii) Whether the delay in presenting the A.S.P. is not more than 10 days, the Superintendent, Central Excise shall exercise power of condoning the delay.
			(iii) Where the delay in presenting the A.S.P. exceeds 10 days, the Assistant Collector concerned shall excerded the power relating to condonation of delay.

(1) (2)	(3)	(4)
3. Adjudicating Officers.	. 96 <b>Z</b> L (i) (ii), & (iii)	The power relating to demand of duty, confiscation of goods and imposition of penalty shall be exercised by the Adjudicating Officers in accordance with their limits of power.
		[No.2-CE./1969.]
		N. MOOKHERJEE, Collector.

### MINISTRY OF PETROLEUM AND CHEMICALS AND MINES & METALS

### (Department of Petroleum and Chemicals)

### ORDERS

New Delhi, the 28th July 1969

S.O. 3144.—In pursuance of the Second Proviso to sub-paragraph (2) of paragraph 3 of the Petroleum Products (Supply and Distribution) Order, 1966 the Central Government hereby amends the Government of India, Ministry of Petroleum and Chemicals (Department of Petroleum)) Order No. S.O. 3112 dated the 7th October, 1966, as follows, namely:—

In the said Order, for the words "the Government of the State of Madras", the following shall be substituted, namely:—

"the Government of the State of Tamilnadu within the local limits of the State, or the Collector of a District within the local limits of the District, or an officer authorised in this behalf by the State Government within the limits of the areas specified by that Government".

[No. F.45(10)/69-IOC.]

S.O. 3145.—In pursuance of the Second Proviso to Sub-paragraph (2) of paragraph 3 of the Petroleum Products (Supply and Distribution) Order, 1966, the Central Government hereby amends the Government of India, Ministry of Petroleum and Chemicals (Department of Petroleum) Order, No. S. O. 1226 dated the 14th April, 1966, as follows, namely:—

In the said Order for the words "Government of the State of Madras", the following shall be substituted, namely:---

"the Government of the State of Tamilnadu within the local limits of the State, or the Collector of a District within the local limits of the District, or an officer authorised in this behalf by the State Government within the local limits of the area specified by that Government".

[No. F.45(10)/69-IOC(I).]

P. P. GUPTA, Under Secy.

## MINISTRY OF FOOD, AGRICULTURE, COMMUNITY DEVELOPMENT AND COOPERATION

### (Department of Food)

New Delhi, the 2nd August 1969

S.O. 3146.—In exercise of the powers conferred by section 42 of the Warehousing Corporations Act, 1962 (58 of 1962), the Central Warehousing Corporation, with the previous sanction of the Central Government, hereby makes the

\_- - <del>-\_ - -- -- ---</del>

following regulations further to amend the Central Warehousing Corporation (Staff) Regulations, 1966, namely:—

- 1. (1) These regulations may be called the Central Warehousing Corporation (Staft) Second Amendment Regulations, 1969.
- (2) Regulation 2 shall be deemed to have come into force on the 1st October, 1968, and regulation 3 shall be deemed to have come into force on the 8th November, 1968.
- 2. In the Central Warehousing Corporation (Staff) Regulations, 1966 (hereinafter referred to as the said regulations), regulation 15 shall be renumbered as sub-regulation (1) of that regulation, and after sub-regulation (1) as so renumbered but before the Note, the following sub-regulation shall be inserted, namely:—
  - "(2) Unless otherwise stipulated in the terms and conditions of employment, every employee posted in "A" class cities of Bombay, Calcutta, Delhi and Madras shall be entitled to house rent allowance at the rate of 20 per cent of pay subject to a minimum of Rs. 30 and a maximum of Rs. 400 per mensem; except that class IV employees posted in the said 'A' class cities shall be paid a fixed house rent allowance of Rs. 25 per mensem. Employees posted at stations other than "A" class cities shall be entitled to house rent allowance at such rates as are admissible to employees of the Central Government of the corresponding grades from time to time."
- 3. In sub-regulation (1) of regulation 42 of the said regulations, in the opening paragraph, after the words "on tours and allowance for journeys on transfer" the following shall be inserted, namely:—

"except that the daily allowance which shall be admissible to the employees shall be at the undermentioned rates:—

		Daily	Allowances	
	Salary range per mensem			
		"A" class entes	State capitals and port town of Cophin	Other places.

I			2	3	4
			R5,	Rs.	Rs.
I. R9 1,500 and above	-	•	35	32	20
2. Rs. 1,000/- and above, but less than Rs. 1,500			30	25	15
3. Rs, 600 and above, but less than Rs. 1,000			25	50	τ2
4. Rs. 220 and above but less than 600			20	15	10
5. Rs. 110/ and above but less than Rs. 220 .			T 5	8	5
6. Less than Rs. 110.		,	IU	5	3

### Explanatory Memorandum

The Central Warehousing Corporation (Staff) Second Amendment Regulations, 1969, have been made to give effect to the Ministry of Finance O.M. No. 2(142)/68-BPE (GM), dated the 6th September, 1968, relating to house rent allowance, travelling allowance, etc. in public enterprises. The interests of no one will be projudicially affected by reason of the retrospective operation of these Regulations.

[No. F. 26-7/67-SG. II]

## MINISTRY OF HEALTH FAMILY PLANNING, W. H. AND URBAN DEVELOPMENT

### (Department of Health)

New Deshi, the 30th July 1969

S.O. 3147.—Whereas in pursuance of clause (d) of sub-section (1) of section 3 of the Indian Nursing Council Act, 1947 (48 of 1917), the Medical Council of India has, at its meeting held on 14th March, 1969, elected Dr. N. N. Bhattacharyya, 95, Akhil Mistri Lane, Calcutta-9 as a member of the Indian Nursing Council with effect from 5th April, 1969, vice Dr. V. D. Sathaye;

Now, therefore, in pursuance of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the late Ministry of Health No. 27-57/57-MII(B) dated the 1st December, 1958, namely:—

In the said notification under the heading, "cleeted under clause (d) of subsection (1) of section 3", for the existing entry the following entry shall be substituted, namely —

"Dr. N. N Bhattacharyya, 95, Akhil Mistri Lane, Calcutta-9."

[No. F. 24 22/69-MPT]

R. MURTHI, Under Secy.

### (Department of Health)

### CORRIGENDUM

New Delhi, the 28th July 1969

S.O. 3148—In the notification of the Government of India in the late Ministry of Health, Family Planning and Urban Development (Department of Health and Urban Development) No. S.O. 3869 dated the 26th October, 1968 published in Part II-Section 3-Sub-section (ii) of the Gazette of India dated the 2nd November, 1968, for Serial Nos. 14, 15, 16 read Serial Nos. 13, 14, 15.

[No. F. 1-14/68-D.]

S. SRINIVASAN, Under Secy.

### MINISTRY OF FOREIGN TRADE AND SUPPLY

### (Department of Foreign Trade)

New Delhi, the 9th August 1969

- **S.O.** 3149. In exercise of the powers conferred by section 3 of the Es ential Commodities Act 1955 (10 of 1955), the Central Government hereby makes the following Order further to amend the Cotton Control Order, 1955, namely—
- 1. This order may be called the Cotton Control (Second Amendment) Order, 1969.
- 2. In the Cotton Control Order, 1955, for sub-clause (c) in clause 2. the following sub-clause shall be substituted, namely:—
  - "(c) "Cotton" means
    - ginned cotton; and
    - (2) ginned and pressed cotton;

and includes both Indian and Foreign Cotton but excludes all the wastes which are thrown out during the various processes in the spinning of cotton;"

[No. 10(1)TEX(A)/69-TEX(I).1

DAULAT RAM, Under Secy.

## विवेशी व्यपार श्रीर पूर्ति मंत्रालय

(विदेश द्यापार विभाग)

### नई डिन्भी, 9 धागमत 1969

यः ० ऋः ० 3156-मावण्यक वस्तु श्रधिनियम, 1955 (1955 का 10) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ६ई नियंत्रण आदेश 1955 में अतिरिक्त संशोधन करने के लिए एतक्द्वारा निम्नलिखित आदेश करती है, अर्थात् :-

- 1. यह आदेश रूई नियंद्रण (दितीय संगोधन) आदेश, 1969 कहा जा सकेगा ।
- कई नियंत्रण श्रादेश, 1955 में, खंड 2 में, उपखंड (ग) के लिए निम्नलिखित उपखंड प्रतिस्थापित किया जाएगा, अर्थात् :-
  - "(ग) "रूई" से श्रभिप्रेत है -
    - (1) त्रोटी हुई रूई, श्रौर
    - (2) ग्रोटी तथा दबाई हुई छई ,

श्रीर इसके श्रन्तर्गत भारतीय तथा विदेशी दोनों ही रुई श्राती है, किन्तु वह सब रद्दी नहीं भाती जो रूई की कताई की विभिन्न प्रक्रियाशों के दौरान फेंक दी जाती है।

[सं० 10(1) देवस (ग्र)/69 देवस(I)]

दौलाः राम

स्रवास्मिव ।

# (Office of the Joint Chief Controller of Imports and Experts) (Central Licensing Area)

### CANCELLATION ORDERS

New Delhi, the 26th May 1969

S.O. 3151—M/s. Sant Ram Ha nam Dass, 526; Majith Mandi; Amritsar were granted an import licence No. P/EP/2577993/C dated 25th August, 1967 for Rs. 8,747/-. They have applied for dupticate copy (custom purposes copy only) of the licence on the grounds that original custom purposes copy has been lost/misplaced. It is further stated that the original licence was registered at the port Bombay have been utilized partly i.e. upto Rs. 8173/-.

In support of their contention, the applicant have filed an affidavit. I am satisfied that the original licence No. P/EP/2577993/C dated 25th August, 1967 (custom purposes only) has been misplaced/lost and direct that the duplicate licence (custom purposes copy only) should be issued to the applicant. The original licence (custom purposes copy) is cancelled.

[No. Gem. 100/1967/SC. IV/CLA.]

S.O. 3152.—M/s. Shrinaram Ganeshnaram, Gopalji Ka Rasia, P. B. No. 37, Jaipur-3 were granted an import icence No. P/EP/2586861/C dated 4th December, 1969 for R: 2956/-. They have applied for duplicate copy (exchange control purposes copy only) of the licence on the grounds that the original exchange control purposes copy has been lost/misplaced. It is further stated that the original licence was not registered at any port and have not been utilized at all.

In support of their contention, the applicant have filed an affidavit. I am satisfied that the original licence No. P/EP/2586861 dated 4th December, 1968 (exchange control purposes copy) have been misplaced/lost and direct that the

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duplicate licence (exchange control purposes copy only) should be issued to the applicant. The original licence (exchange control purposes copy) is cancelled.

[No. Gem 436/1968/SC. IV/CLA.]

**S.O.** 3153.—M/s. Shrinarain Ganeshnarain; Gopalji Ka Rasta; P. Box No. 37, Jaipur-3 were granted an import licence No. P/EP/2578858/C dated 12th July, 1968 for Rs. 444/-. They have applied for duplicate copy (exchange control copy only) of the licence on the grounds that the original exchange control purposes copy has been lost/misplaced. It is further stated that the original licence was not registered at any port and have not been utilized at all.

In support of their contention, the applicant have filed an affidavit. I am satisfied that the original licence No. P/EP/2578858/C dated 12th July, 1968 (exchange purposes copy) has been misplaced/lost and direct that the duplicate licence (exchange control purposes copy on v) should be issued to the applicant. The original licence (exchange control purposes copy) is cancelled.

[No. Gem. 167/1968/SC. IV/CLA.]

S.O. 3154.—M/s. Shrinarain Ganesh Narain Gopalji Ka Rasta, P. Box No. 37, Jaipur-3 were granted an import licence No. P/EP/2578934 dated 22nd August, 1968 for Rs. 1685/-. They have applied for duplicate copy (exchange control purposes copy only) of the licence on the grounds that the original (exchange control purposes copy) has been lost/misplaced. It is further stated that the original licence was not registered at any port so far and have not been utilized at all.

In support of this contention, the applicant have filed an affidavit, I am satisfied that the original licence No. 2578934 dated 22nd August, 1968 (exchange control purposes copy) has been misplaced/lost and direct that the duplicate licence (exchange control purposes copy only' should be issued to the applicant. The original licence (exchange control purposes copy) is cancelled.

[No. Gem. 221/68/SC. IV/CLA.]

### New Delhi, the 25th July 1969

S.O. 3155.—M/s F.C. Sondhi and Co. (India) Pvt. Ltd., 1 Basti Nau, Jullundur City were granted an import licence No. P/SS/1608990/C/XX/24/D/23-24/12 dated 9th January 1968 for Rs. 10,111/- only. They have applied for duplicate copy (Customs purposes copy only) of the licence on the grounds that the original (Customs purposes copy) has been lost/misplaced. It is further stated that the original licence was not registered at any port so far and had not been utilized at all.

In support of this contention, the appplicant have filed at affidavit. I am satisfied that the original licence No. P/SS/1608990/C/XX/24/D/23-24/12 dated 9th January, 1968 (Customs purposes copy) has been mispleced/lost and direct that the duplicate licence (customs purposes copy only) should be issued to the applicant. The original licence (Customs purposes copy) is cancelled.

[No. SG. 30/AG/-67/SC, II/SC, IV/CLA.]

RAM MURTI SHARMA.

Joint Chief Controller of Imports & Exports.

## (Office of the Chief Controller of Imports and Exports)

### ORDER

New Delhi, the 18th June 1969

S.O. 3156.—M/s. Jain Tube Company (1964) Limited, Delhi were granted licence No. P/D/2163580 dated 15th May, 1968 under West German Credit for the import of spare parts valued at Rs 46,000/-. They have requested for the issue of duplicate Exchange Control Copy of the licence on the ground that the original Exchange Control Copy of the licence has been lost by them. It has further been reported by the party that the licence was lost partly utilised to the extent of Rs 3,000/- only leaving a balance of Rs 43,000/-. The licence was registered with Collector of Customs, New Delhi.

In support of their contention, the applicant have filed an affidavit. The undersigned is satisfied that the original Exchange Control Copy of the licence No. P/D/2163580 dated 15.5.1963 has been lost and directs that a duplicate Exchange Control copy of the said licence should be issued to them. The original Exchange Control copy is cancelled.

The duplicate Exchange Control Copy is being issued separately.

[No. PT/3-E/66, 67/RMI.]

G. S. SHARMA,

Dy. Chief Controller of Imports and Exports.

# (Office of the Jt. Chief Controller of Imports and Exports)

### ORDER

Bombay, the 7th July 1969

S. O.3157.—The undermentioned licence was issued by the Joint Chief Controller of Imports & Exports, Bombay to M/s. Shri Ambica Tubes, A Division of Shri Ambica Mills Ltd., Ahmedabad.

Licence No. and date.	Value Rs.	Description of goods.
P/L/A/ 1309130 dt. 27-12-1968	3,26,482	Zinc and permissible spare parts for existing imported machines installed in the licensecs factory and also for the existing indigenous machineries having imported components but excluding those spare-parts as mentioned in appx. 3 of AM-69 Red Book and in para 4 of the P.M. 59/68 dt, 11-4-1968.

By their letter dated 2nd July, 1969 M/s. Shr1 Ambica Tubes have reported that the aforesaid licence which was re-submitted by them to this office under their letter No EXP/45/454/69 dated 10-2-1969 has not been received back by them.

In view of the above, the undersigned hereby cancels the aforesaid licence as the same is reported to have not been received by M/s. Shri Ambica Tubes and is believed to have been lost.

[No. 1/59/69/LP/Enf.]

I.R. KAKAR,

Dy. Chief Controller of Imports & Exports. for Jt. Chief Controller of Imports & Exports.

## OFFICE OF THE CHIEF CONTROLLER OF IMPORTS AND EXPORTS ORDER

New Delhi, the 29th July, 1969

- S.O. 3158.—M/s. The Jeypore Sugar Co. Ltd. Ramakrishna Bldgs. 38, Mount Road; Madras-6 were granted an Import Licence No. P/HP/2077191/D/AC/25/C/H/25/CGIV dated 9th June, 1967 for Rs. 8,59,645 (Rupecs Eight lakhs Fifty-Nine thousand six hundred and forty-five only). They have applied for the issue of a duplicate Exchange Control Purposes copy of the said licence on the ground that the original Exchange Control Copy has been lost/misplaced. It was utilised for rupees nil and the balance available on it was Rs. 8,59,645 only.
- 2. In support of this contention, the applicant has filed an affidavit alongwith a certificate from the Punjab National Bank Ltd., 2/1, First Line Beach, Madras.1. I am accordingly satisfied that the original Exchange Control Purposes copy of the said licence has been lost. Therefore, in exercise of the powers conferred under Sub-Clause 9(cc) of the Imports (Control) Order 1955 dated 7th December, 1955 as amended, the said original Exchange Control Purposes copy of licence

No. P/HP/2077191/D/AC/25/C/H/25/CG.1V dated 9th June, 1967 issued to M/s<sup>1</sup> The Jeypore Sugar Co. Ltd., Ramakrishna Bldg., 38, Mount Road, Madras-6 is hereby cancelled.

3. A duplicate Exchange Control Purposes copy of the said licence is being issued separately to the licensee.

[No. 5(2)/67-68/CG.TV/610,]

H. D. GUPTA,

Deputy Chief Controller of Imports and Exports,

### DEPARTMENT OF COMMUNICATIONS

(P. & T. Board)

New Delhi, the 26th July 1969

S.O. 3159.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951; as introduced by S.O. No. 627 dated 8th March, 1960, the Director-General, Posts and Telegraphs, hereby specifies the 16th August, 1969 as the date on which the Measured Rate System will be introduced in Surendranagar and Wadhwan City Telephone Exchanges, Gujarat Circle

INo. 5-26/68-PHB(5)/1

New Delhi, the 30th July 1969

S.O. 3160.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director-General, Posts and Telegraphs, hereby specifies the 16th August 1969 as the date on which the Measured Rate System will be introduced in BILLIMORA AND GANDEVI Telephone Exchange, Gujarat Circle.

[No. 5-41/69-PHB(17).]

D. R. BAHL, Asstt. Director Genl. (PHB).

### संचार शिभाग

## (डाक-तार बोर्ड)

नई दिल्ली, 26 जुलाई 1969

एस० घो० 3161— स्थायी ब्रादेश कमसंख्या 627, दिनाक 8 मार्च, 1960 द्वारा लागू किये गए 1951 के भारतीय तार नियमों के नियम 434 के खण्ड II के परा (क)के ब्रनुसार डाक तार महानिदेशक ने सुरेन्द्रनगर ब्रौर वधावन टेलीफोन केन्द्र में 16-8-1969 से ब्रमापित दर प्रणाली लागू करने का निश्चय किया है ।

[सं० 5-26/68-भी ा ाच व बी व (5)]

नई दिल्ली, 30 जलाई 1969

एस० भो०3162 स्यायी आदेश कमसख्या 627, दिनांक 8 माच , 1960 द्वारा लागू किये गा 1951 के भारतीय तर निर्मों क नियम 434 के खण्ड III के परा (क) के अनुसार डक-तर महानिदेशक ने बिल्लोमोरा गनदेशी लीकोन केदों में 16-8-1969 से प्रमापि दर प्रणाली ल.गू करनेनिश्चय किया है।

[सरक 5/41/69-पी० ए**च० बी०** (17).]

डी∙ म्रार० बह,

सहायक नहानिदेशक (पी० एच० बी०)

## सूचना ग्रीर प्रसत्त्या मंत्राल :

## नर्ड दिल्ला 17 जुलाई, 1969

एस० ग्रो० 3163—चलचित्र (मेसर) नियमाविन, 1950 के अपिनियम 1 के उपनियम 2 के नीचे के उपबन्ध के साथ पठित चलचित्र अधिनियम 1952 (1952 का 37 वा) की धारा 3 के द्वारा दिए गंगे ग्रिधकारों का प्रयोग करते हुए केन्द्रीय सरकार ने एसद्द्वारा केन्द्रीय सूचना सेवा के गोनियन प्रणामनिक ग्रेड (मानियम के 1 के प्रिवकारी श्री एम० बी० देसाई को जो इस भमय सूचना और प्रयाग सलाहकार है जोने पद के साथ साथ 11 अर्जल 1969 के 110न्द से गौर 6 महीने के नियं या ता विक के नियं जब तक श्री ग्रास्थ पी० नायक, बदण से, शिक्षावृत्ति के याद जौड़ कर गाना कार्य-भार नहीं सम्भाल लेने, केन्द्रीण फिल्म सेन्सर बोर्ड का श्रध्यक्ष नियक्त किया है।

[सङ्या 2/90/68-एफ॰ (सी०)]

### ∏देश

## नई दिल्लो, 23 जुलाई, 1969

एस० श्रो० 3164—इसके साथ लगी प्रथम अनुसुची में निर्धारित प्रत्येक श्रिवित्यम के उगबन्ध के श्रन्तर्गत जारी किये गये निदेशों के श्रनुसार, केन्द्रीय सरकार, फिल्म मलाहकार बोर्ड, बम्बई की सिफारिशों पर विचार करने के बाद, एतद्द्वारा, इसके माथ लगी द्वितीय अनसूची के कालम 2 में दो गई फिल्म को उसके सभी भाषाओं के रूपान्तरो गहित जिसका विश्वरण उसके सामने उक्त द्वितीय अनुसूची के कालम 6 में दिया हुआ है, स्वीकृत करती है: दि

### प्रथम ग्रनुसूची

- (1) चलचित्र श्रिधिनियम, 1952 (1952 का 37 में केन्द्रीय श्रिधिलियम) की धारा 12 की उपधारा (4) तथा धारा 16।
- (2) बम्बई सिनेमा (विनियम) प्रिधिलियम 1953 (1953 का 11 वा) बम्बई प्रिधिनियम की धारा 5 की उनधारा (3) तथा धारा 9।

## वितोप अनुसूची

कर्म फिल्म कानाम सन्द्रया	लम्बाई 35 सि॰मी॰	श्रावेदक का नाम	निर्माता का नाम	क्या वैज्ञानिकः शिक्षा सम्बन्धी फिल्म है या समाचार भौर सामयिक घट- नाभों की फिल्म है या डाकु- मैन्ट्री फिल्म है।
(1) * (2)	(3)	(4)	(5)	(6)
(1) लाइन सेतकायाँ- ची कामधेनू—छोटे किसानों की काम- धेनू	292 61 मीटर		महाराष्ट्र स्टेट न्डग, पूना-1	डाकुमैंस्ट्री फिल्म (केवल महाराष्ट्र सकिट के लिये)

[सख्या फ० 24/1 69-एफ० पी० परिशिष्ट 1371[

बान् राम अग्रवाल,

भवर सचिव

### MINISTRY OF LABOUR. EMPLOYMENT AND REHABILITATION

### (Department of Labour and Employment)

New Delhi, the 17th July 1969

S.O. 3165.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jaipur in the industrial dispute between the employers in relation to the management of Messrs Bikaner Gypsum Limited, Bikaner and their workmen, which was received by the Central Government on the 28th June, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, RAJASTHAN, JAIPUR CAMP BIKANER.

### PRESENT .

Shri Gopal Narain Sharma, Presiding Officer.

CASE No. CIT-1 of 1969

Ref: -Government of India, Ministry of Labour & Employment New Delhi Order No. 24/34/68-LRI dated 28th November 1968.

In the Matter of an Industrial Dispute

### BETWEEN

- The Gypsums Mines Workers Union, Bikaner.
- 2. The Rashtrya Gypsums Karamchari Sangh, Bikaner.

The Bikaner Gypsum Limited, Bikaner.

### APPEARANCES:

For the Union: Dr. Jawahar Lal For the Sangh: Shri Dil Bagh Singh For the Management: Dr. Anand Prakash 1st May, 1969 Date of Award:

### AWARD

This is a reference by the Government of India under Section 10(1)(d) the Industrial Disputes Act, 1947 for the adjudication of an industrial dispute between Messrs Bikaner Gypsum Limited, Bikaner and their workmen over the following demands:-

- (a) What is the correct interpretation of Standing Order 31 regarding furlough leave as contained in the Standing Order certified by the Certifying Officer under his Order dated the 19th September, 1960, for mines of Bikaner Gypsum Limited.
- (1.) What should be the terms of engagement, except rates of wages which are already settled, of the village piece-workers and to what amenities and privileges, if any, are they entitled and what are their obligations vts-a-vis Messrs Bikaner Gypsums Limited having regard to the Settlement already arrived at, the existing practice and other relevant considerations?
- (c) Whether the lay-off of the following workmen is justified and if not, to what relief are they entitled, namely:-
- (1) Shri Deola, Mate

(4) Shri Prem Singh

(2) Shri Nathu Shah, Mate

(5) Shri Hari Singh

- (6) Shri Malvo Singh (3) Shri Sher Khan, Mate
- (d) Whether the demand for extra increment to the following chowidars is justified and if so, the amount and the date from which such increment should be given; namely:—
  - (1) Shri Bhopal Singh

(4) Shri Ram Bahadur

(2) Shri Prem Singh

(5) Shri Ram Singh

(3) Shri Bhero Singh

(6) Shri Token Singh.

The workmen are represented by two Unions viz. Gypsums Mine Workers Union and the Rashtriya Gypsum Karamchari Sangh (hereinafter referred to as the Union and the Sangh respectively.)

The statements of claims submitted by the Union and the Sangh are however identical. They submit that a workman drawing Rs. 50/- p.m. or more at the completion of 7 years service is entitled to the benefit of furlough leave, that village piece workers were piece rated permanent employees of the management and therefore entitled to all those benefits and amenities which were available to the permanent employees with ratrospective effect, that the workmen named in the reference had wrongly been laid off and that increments of the Chowkidars named in the reference had also been wrongly withheld.

The management in their written statement submitted that according to the Standing Order 31 Furlough leave is admissible only after worker getting Rs. 50/p.m. or more had completed 7 years of service; that village piece workers were not actually their employees but were independent contractors and therefore not entitled to any benefit; that Deola, Nathu Shah and Sher Khan had been laid off due to fall in production due to break-down of machinery while Prem Singh, Hari Singh and Maloo Singh who were dirvers were laid off due to break down of machinery. They submitted that subsequently Sher Khan and Maloo Singh were taken back in service. They add that the increments of Chowkidars named in the reference had been withheld as a measure of punishment for their admittedly sleeping while on duty.

The Union, however claimed to be the representative Union.

The parties produced documents only in support of their case.

I have heard the learned counsel of both the sides and also discussed the matter at length with them with a view to find a permanent solution acceptable to both and my findings, which follow, are rather result of their agreement

### 1. Terms of Reference (a):

What is the correct interpretation of Standing Order 31 regarding furlough leave as contained in the Standing Orders certified by the Certifying Officer under his Order dated the 19th September, 1960 for mines of Bikaner Gypsums Limited?

I find force in the contention of the workmen that if a workman has completed seven years' service and at the time of completion of such seven years' service he is drawing a basic salary exceeding Rs. 50/- per month he should be grantd furlough leave at the rate laid down in the standing orders. If he parties had intended that before entitled to furlough leave an employee should draw a basic salary of Rs. 50/- per month for a continuous period of seven years it would have been so stated in the Standing Orders. As such a condition has not been laid down in the standing orders it cannot be read into it by implication. I therefore decide this issue in favour of workmen.

If a workman has already availed part of the furlough leave due to him under, this clause the same will of course have to be adjusted against the total period of furlough leave of 90 days due to him

I suggested to the parties that the grant of furlough leave does not give the same advantage to the workmen as grant of casual-cum-sick leave. Such furlough leave is earned after a long period of scrvice and it is totally unnecessary for the workmen to have such long leave from duty when specially they are already availing of their privilege leave. It is far more beneficial to the workmen if they are granted casual-cum-sick leave in lieu of furlough leave as at present granted to them.

The above proposal by me has been accepted by the parties in principle. However, under the present terms of reference I cannot mak an award substituting casual-cum-sick leave for furlough leave. The appropriate procedure in this respect is for the parties to apply for amendment of the stunding orders to the Certifying Officer under the Industrial Employment Standing Orders Act. The parties have agreed that they will make such an application with the details given below:

(a) The leave account of all the workmon as on 31st December, 1968 in respect of furlough leave will be drawn up and those workmen who have reached a basic wage of Rs. 50/- per month as on that date will be given furlough leave

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proportionately to the period of their service and the same will be credited to their account to be availed of by them in future as and when applied for. Encashment of furlough leave will be as per the Standing Order as in the case of Privilege leave. This is subject to the condition that these persons will not be entitled to proportionate rurlough leave who by reason of their impending retirement cannot any how complete seven years service and be entitled to furlough leave. It may be noted further that for the purpose of reckoning maximum accumulation of leave this proportionate leave shall not be added, that is, if a person has 90 days' privilege leave to his credit and if the proportionate furlough leave comes to 180 days and thus his leave works out to 270 days his leave will not lapse as this proportionate furlough leave will be treated separately and shall not be added to the privilege 'eave for this purpose.

- (b) Starting from 1st January 1969 furlough leave will be discontinued and necessary application for amendment of the standing orders will be made by both the Unions and the Management to the Certifying Officer.
- (c) Subject to the said amendment application being made and being accepted by the Certifying Officer and the certification being granted the workmen at the mines whether at Jamsar or other mines shall be granted a total of 15 days Casual-cum-sick leave with effect from 1st January 1969. Such leave cannot be availed of more than 8 days at a time except in case of sickness. No other leave can be combined with this leave except in case of sickness.
- (d) The parties will make applications for amendment of the Standing Orders—Clause 30 to incorporate the above intention. The other provisions with regard to availing of 'eave will remain as suggested above. Extra 8 days' leave under this settlement will be granted only to those who will have put in at least one year continuous service, as defined under the Mines Act which will be accumulated for three years.

### 2. Terms of Reference (b):

What should be the terms of engagement, except rates of wages which are already settled, of the village piece workers and to what amenities and privileges, if any are they entitled and what are their obligations vis-a-vis Messrs. Bikaner Cypsums Limited having regard to the settlement already arrived at, the existing practice and other relevant considerations?

I have heard the parties at length on this matter. The terms of reference require that not only the rights but also the obligations of the village piece workers should be defined with precision. It appears that parties have not been clear about the actual status of the village piece workers and that is why the present practices in this matter are rather inconsistant. I am however of the view that it would be wrong to treat the village piece workers as more contractors and whatever might have been the position in the past they should be given the status of workmen from now onwards. As soon as they achieve the status of workmen naturally they will have to abide by certain obligations to which the ordinary workmen are subject. Accordingly I pass my award in the following terms:

### (a) Annual Leave with Wages:

The village piece workers would be granted annual leave with wages according to the provisions of the Mines Act, 1952 provided they work for full 8 hours as prescribed under the Mines Act and have completed the requirement for earning such leave under the Mines Act for attendance etc. Attendance will be considered only for such days as they put in 8 hours duty. For this purpose, the village piece workers will be issued with cards, which shall be punched 'in' and 'out' as applicable to the other workmen. They will apply for leave as per the provisions of the standing orders, as the case of other workmen. The earning of such leave shall commence from 1st January 1965 and can be granted only to those, who put in one year's continuous service and thereafter the required number of attendance each year as per the Mines Act.

### (b) Rate of Payment for Leave, Holidays, Lay Off Compensation etc.:

As the village piece workers are engaged on piece rate basis their earnings may very from month to month and day to day. Working out averages would involve unnecessary complicated accounts and may create anomalies and discontentment between different individuals. As such I direct that for the days

of leave, holidays etc. Rs. 3/- will be paid to the village piece workers, who earn the same in accordance with the settlement and the other conditions of their employment. For the days of lay off the payment will be Rs 2/- per day at the maximum.

### (c) Retremering a Comper sation:

The viliage piece workers shall be entitled to retrenchment compensation as other workmen. They will be deemed to be employed as workmen from 1st January 1965 from which date their services will be counted. For payment of such compensation their earnings will be spit up in proportion of 60 for the camel and cart and 40 for their own carning that is say 40 per cent will be considered as their wages and retrenchment compensation, will be paid on this basis. This basis has been adopted from the formula to the bonus matter which is considered as just and equitable by the parties. I directed the parties to give a list of the existing village piece workers so that there is no dispute as 3 the persons who would be entitled to the tenents of this Award. The correct agreed list in this respect is attached as annexure 'A' to this Award.

### (d) Furlough Leave:

I do not find any justification in the demand for furlough leave for village piece workers which is accordingly rejected.

### (e) Benefit of Provident Fund;

I find justification in the demand of the workmen for grant of Frovident Fund benefit. However, I do not find any justification in grant of the benefit from a date prior to 1st April, 1966. I accordingly direct that the management shall extend the benefit of provident fund scheme to the village piece workers also with effect from 1st April, 1966. The other conditions for being covered by the Provident Fund Scheme will be as laid down under the existing scheme. For this purpose, the earning will be split up on 60:40 basis as in the case of retrenchment compensation and bonus.

### (f) Gratuity:

As the village piece workers are being treated as workmen it is only falr that the benefit of such gratuity scheme as may be framed under the Award of Hon' b'e Shri Harideo Joshi should also be extended to the village piece workers. For this purpose also earnings will be split up in the proportion of 60:40. I direct accordingly.

### (g) Payment of Overtime Wages:

Since the village piece workers are not required to put in any overtime, no question of payment for them arises.

### (h) Supply of Tools and Implements:

It is difficult for the management to issue tools and implements to the village piece workers and a number of complications will arise if I direct the management to supply such tools and implements. I therefore direct that for use of tools and implements by the village piece workers the management shall pay them at 2 paisa per tonne with effect from 1s. May 1966. After payment of this the management will in no way be responsible for the tools and implements by way of maintenance or due to accident etc.

### (i) House Allowance:

A sum of Rs. 3 per month will be paid to village piece workers in respect of residential accommodation with effect from 1st May 1966.

Obligations of Village Piece Workers.—In view of the ameneties and privileges which have been granted to the village piece workers it is only fit and proper that they undertake certain obligations viz.-a-viz. the management. I therefore direct as follows:

(a) A list of authorised village piece workers has been drawn up by the parties and is attached as Annexure 'A' to this award. This list has been revised and a number of persons who were previously working unauthorisedly have been included in the list. To ensure that no unauthorised persons are allowed to work in the mines at the instance of the village piece workers or with their connivance or at the instance of anybody else. hereafter I direct that each of the village piece workers, whose name is mentioned in the list attached shall be photographed. The photograph shall be signed by the Mines Manager and will be attached to the identity cards, which shall be issued to the village piece workers. Every person when he reports for duty at the mines shall carry with him the identity card and

shall maintain it with himself for the whole period he is at the mines. Anybody not carrying the identity card shall be liable to be put off from duty without any other enquiry. He shall also be hable for disciplinary action. No wages for this period he is so put off duty shall be claimed and the workers shall be deemed to have been working unauthorisedly for that day and will not be entitled to any payment for the same.

- (b) Any village piece worker bringing an unauthorised person whether adult or child shall be liable to disciplinary action as per provision of the starding orders. The two unions have undertaken not to defend such imposters.
- (c) The village piece workers shall not work beyond the scheduled hours of work, as may have been or may be notified by the Mines Manager from time to time and on holidays or rest days.
- (d) The village piece workers under this award will be only taken to mean an individual worker as distinct from his bullock cart or any other mode of transport he engages. The company will not in any way be responsible for the bullock cart or the mode of transport that he uses.
- (e) The village piece rated workers so long as they work within a distance of 5000 ft. from the railway siding shall work with their carts. In case of Jalalsar working the same shall be negotiated by the management with the villagers of Jalalsar separately. When the village piece rated workers are taken on direct pay roll of the company then the individual village piece workers alone shall be appointed and there shall be no responsibility on the part of the company in respect of the village piece workers carts or bullocks.

The company shall in no way be responsible for any compensation in respect of any damage to the cart or to the bullock of the village piece workers at any time. Only in special cases where the company at its sole discretion decides that any damage to the bullock cart or bullock has been due to any negligence or default on the part of the company the question for compensation may be considered and no dispute whatsoever shall be raised or entertained at any stage against such decision of the company. As and when the village piece workers cannot or do not carry out the transport work due to their cart or bullock not being in order they shall not be paid or be entitled to any wages for the period they are idle.

- (f) The village piece workers shall not create obstruction or interference in passing the materials through the weighbridge.
- (g) it may be clarified that in the scheme of my award both the right and obligations of the village piece workers are directly interlinked.

I direct that the procedure for transporting materials shall be as follows:-

The materials transported from the quarry shall be weighed at the company's weighbridge before it is dumped at the siding and the materials so weighed will be taken into account for the purpose of payment. The materials shall be of the required purity. Bad purity materials as pointed out in the quarry by the Company's Mines Manager or any person authorised by him in this behalf shall not be taken into account for the purpose of payment. If certain cart loads of gypsum escape the notice of the Supervisors or other supervisory personnel in the quarry and is brought to the weighbridge for weighment the management shall have the right to reject such materials and have the same dumped separately and no payments shall be made for the same. Both the Unions have assured me that they shall not support any workman whose material is so rejected and I direct accordingly. However, such rejected materials shall be analysed to ascertain its purity. The rejected materials shall be set aside in a separate dump. Anybody dumping materials, which has been rejected and trying to have it counted or accounted for as good materials, shall be immediately put off duty and he shall not be entitled to c'aim any payment for that day. This is besides any other action including disciplinary action that the management may be entitled to take under the standing orders

In case the Company ceases the operation of the weighbridge at any time at their discretion, then separate plots of land will be allotted to the individual village piece workers at the leading siding and the payment for transport and/or raising charges will be made on the basis of railway weight as recorded in R./R. for each wagon.

All village piece workers shall carry out the instructions of the management from time to time. In case of any grievance or complaint, they shall be

channelised through the Grievance Procedure or in the alternative through any of the two Unions now existing till such time as the grievance procedure is not reestablished. No employee shall take unilateral action in pursuance of his alleged grievance. Any indiscipline in this matter will be summarily and effectively dealt with and none of the two Unions will have any objection to the same.

Any village piece worker not carrying out the conditions as stated above, shall be liable to disciplinary action against him as per the standing orders.

The village piece workers will be subject to the rules, as laid down under the standing orders, which shall be amended accordingly. They shall, however, not be entitled to any other benefit under the standing orders save and except these which are specifically mentioned herein. Parties shall make the necessary application for amendment of the standing order so that there is no ambiguity in this matter. Such application shall be made within one month of the publication of this award.

### Lay Off.

Terms of Reference (c):

Whether the lay-off of the following workmen is justified and legal and if not to what relief are they entitled?

- Shri Boola, Mate.
   Shri Nathu Shah, Mate.
   Shri Sher Khan, Mate.
- Shri Prem Singh.
- Shri Hari Singh.
- Shri Maloo Singh.

In connection with the above terms of reference, the Management maintains that lay-off was justifiable. The Union has, however, requested that without creating any prece 'ent for future some ex-gratia payment may be made to them. It has been agreed that besides the lay off compensation, which has already been paid to them, an amount equivalent to 1/4th of their wages for this period that is to say a total payment of 3/4 of the wages, wages being defined as basic wages plus D.A., be paid to them as lay off compensation for this period. This is agreed to on this specific understanding that this is to be no precedent and the matter of lay off will otherwise he covered by the provision of the Industrial Disputes Act and lay off will be made as per definition in the said act and subject to conditions as laid down under the Act.

### Stoppage of Increment:

Terms of Reference (d):

Whether having regard to the Union's letter No. Nil dated 22nd July, 1964 the Management is bound to give an extra increment to the following Chowkldars in the succeeding years:-

- Shri Bhopal Singh.
   Shri Prem Singh.
- (3) Shri Bhero Singh.
- (4) Shri Ram Bahadur.
- (5) Shri Ram Singh.(6) Shri Token Singh.

This matter is settled as follows:--

The punishment as given to them will stand. However, withholding increments shall be released with effect from 1st October 1966 and ex-gratia payments equivalent to the amount of increments, which they would have otherwise earned for a total period of one year, will be paid to them. That is to say if their arnual rate of increment is Rs. 2.50 per month they shall be paid Rs 30/- ex-gratia. They shall not claim any amount for the previous period.

I award accordingly. The award be submitted to the Central Government for necessary publication.

(Sd.) GOPAL NARAIN SHARMA,

Presiding Officer, Central Government Industrial Tribunal, Rajasthan, Jaipur.

### M/s. Bikaner Gypsums Limited, Jamsar Gypsums Mine, Jamsar.

### List of Village Piece Workers on Rolls of the Company

 No. — —	T.No 	Name and Father's Name	Remark.
I	2	Shri Shukhan Khan s/o Ramzan Khan	
2 3	4	Shri Rumzan Shah r o Pa Shah Shii Ah Shah 9/o Makhen Shah	
4	6	Shri Sardai Shah s/o Chhotu ' hah	
5 6	7	Shri Jamsal Shah s/o Chhotu Shah	
0	11 12	Chri Anwer Shah 4/c Mithu Shah Shri Farid Khan 8/o Janoo Khan	
7 8	15	hri Fatch Khan s/o Gulab Khan	
9	16	Shri Selley Shah s/o Rawat Shah	
10		hrt Jelley Shah s/o Netho Shah	
11 12	24 25	Shri Wazir Shah s/o Atter Shah Shii Sawai Shah s/o In yat Shah	
13	28	Shri Bhora s/o Rawat	
14	29	Shri Mahmood Shah s/o Nasir Shah	
15 16	30 31	Shri Hamii Shah s/o Shubhan Shah Shii Faiz Shah s/o Gafoor Shah	
17		Shri Tulsha s/o Surja	
18	35	Shri Nabi Shah s/o Ahemad Shah	
19	27	Shri Niran Shah s/o Gulam Shah	
20 21	38 39	Shri Faizu Shah s/o Alladin Shah Shri Gulam Shah s/o Mohammed Shah	
22	46	Shu Gulam Shah s/o Shok Shah	
23	47	'Shri Miran Shah s/o Sok Shah	
24 25	48 49	Shii Mieran Shah s/o Bhajan Shah Shii Anwai Shah s/o Ranizan Shah	
26	50	Shri Ater Shah s/o Wali Shah	
27	52	Shri Jamul Shah s/o Mohamme i Shah	
28 29	53		
30	54 56		
3 T	57	Shri Ahmed Shah s/o 'aquey Shah	
32	58		
33 34	59 60	Shri Sultan/Naboo Shri Dhanua 4/0 Bhagoo	
3.5	61	Shri Ramzan Shah sho Dicar Shah	
36	63	Shri Fakir Shah s/o Khaoo Shah Shii Gulam Shah s/o Mukan Shah	
37 38	<b>65</b> 68		
39	69	Shri Sultan Shah s/o Makhen Shah	
40	72	Shri Fatch Shah 3/0 Jalal Shah	
41 42	73 74		
43	75	T 1 1 1	
44	76	Shri Lall Shah 9/0 Rakhu Shah	
45	77 78		
46 47		Shri Noor Shah s/o Kirat Shah	
48	80	Shri Hazari s/o Nanoo	
49	8 T		
50 51	82 85	Shri Ramzan Shah s/o Rahini Shah Shii Ammania s/o Sugna	
52	86	Shri Mozara Shah s/o Mohd. Shah	
53	87		
54 55	88 89		
33 56	93	Shri Bhawal Khan s/o Kheta	
57	94		
₹8 <b>5</b> 0	95 98		Absenting f. 8-2-69
59 60	90		110000000000000000000000000000000000000
61	100	t — t	

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<b>21</b> Mo.	Т.	No.	Name & Father's Name	Remarks
62	103	Shri	Nanzi Khan s/o Gulab Khan	
63	το3		Khajoo Shah s/o Mohd. Shah	
64	106	Shri	Rakhoo Shah s/o Ganjoo Shah	
65	110	Sha	Kana s/o Rawat	
65	111	' hri	Nuor Shah s/o Hassan Shah	
67	114		Hader Shah s/o Nathoo Shah	
68	115		Tulsha s/o Bhura	
69	117		Faizu Shah s/o Patel. Shah	
70	11)		Assia s/o Piru Bhanivroo Khan s/o Ramzan Khan	
71 72	120 122		Chhoga 8/0 Kheta	
73	123	Shri	Chhothia s/o Bhagoo	
$\frac{73}{74}$	125		Gulam Shan 3/0 Makhen Shah	
75	126		Gulam Shah 9/0 Rahim Shah	
76	131	Shri	Mangla s/o Sugna	
77	135		Nuthoo Khan s/o Panee Khan	
78	135		Puran s/o Mangla	
79	138		Rahim Khan s/o Hathoo Khan	
80	140		Sarwar Shah 9/3 Ater Shah	
81 82	141	Shri	Phusa s/o Bhika Salura s'o Hema	
83	142 143	Shri	Jiwan Khan s/o Ramzan Khan	
84	145		Deepji s/o Bachanji	
85	146		Ram Sukh s/o Phusa	
86	147		Ali Shah s/o Fakii Shah	
87	149		Krishan s/o Sugna	
88	T50		Kumbhela s/o Kaha	
89	151		Purkha 4/0 Hera	
90	152		Asgerali s/o Yakub Khan	
91 9 <b>2</b>	153 154		Kaloo Ram s/o Phuta Ram Ali Mohd, s/o Lal Mohd.	
93	155	Shri	Sugna Ram '/o Phusa	
94	156	Shri	Lalaram s/o Radhey	
9 <del>5</del>	157	Shri	Bharwar Shah s/o Ram'an Shah	
96	158		Bhanwar Shuh s/o Fakir Shah	
97	159		Sultan Shah s/o Kayam Shah	
98	160		Anwar Shah s/o Masham Shah	
99	167		Tajoo Khan 5/0 Kaloo Khan	
100	162	Shri	Udaram s/o Mecra Sofi Shah s/o Gulam Shati	
10I 102	163 164		Ahamed Shah s/o Ali Shah	
103	165		l azal Shah s/o Farid Shah	
1 14	166		Noor Shah so Gulum Shah	
105	167		Fazal Khan s/o Nathoo Khan	
106	168	Shri	Yakub Shah s/o Nathoo Shah	
107	169		Gafoor Shah s/o Nabi Shah	
108	171		Saradar Shah 3/0 Ahmed Shah	
109	172		Sawai Shah 9/0 Jalalshah	
110	173	Shri	Faizu Shah s/o Jalalshah	
117	174	Shri	Auwar Shah s/o Mahmoo i Shah Ahmed Shah s/o Kirat Shah	
113	176	Shri	Mehmood Shah s/o Jamal Shah	
114	178	Shri	Sohan Ram s/o Bhuraram	
115	179		Sair Shah s/o Faizu Shah	
119	180	Shri	Anwar Shah s/o AlaJin Shah	
117	182	Shri	Jaluram s/o Asso Ram	
118	183	$-Shr_1$	Kirat Shah g/o Baktey Shah	
119	184	Shri	Gulam Rashul s/o Mahmood Shah	
120	185	Shr	Karim Shah s/o Nathoo Shah	
(21 122	186 187	Shei	Ramzan Shah s/o Gulam Shah Rajoo Ram s/o Moda Ram	
123	188		Rimz a Shah s/o Rakhoo Shah	
124	189		Fazal Khan s/o Wali Moha.	
125	190	Shri	Magha Ram s/o Krishna Rani	
126	191	Shri	Safi Shah s/o Saboo Shah	
127	192	Shri	Hair Shah s/o Chhotto Shah	
128	193		Sardar Khan s/o Ramzan Khan	

129 194 Shri Akura s/o Sugna 130 195 Shri Ratana s/o Sugna 131 196 Shri Noor Shah s/o Ramzan Shah 132 197 Shri Wazir Shah s/o Mieran Shah 133 198 Shri Mou Khan s/o Mieram Khan	
134	
180       249       Shri Utmaram 8/0 I nikaram       Do.         181       250       Shri Surtoram 8/0 Bagga Ram       Do.         182       251       Shri Ramoo 8/0 Chuna Ram       Do.         182       252       Shri Tulsha Rar, 18/0 Girdhari Ram       Do.	
184       253       Shri Sarkar Shah s/o Gulam Shan       Do.         185       254       Shri Modaram s/o Kaloo Ram       Do.         186       255       Shri Nathoo Shah s/o Ramzan Shah       Do.         187       256       Shri Ahmed Shah s/o Ramzan Shah       Do.         188       257       Shri Manjoor Shah s/o Ahmed Shah       Do.         258       Shri Manjoor Shah s/o Miran Shah       Do.         258       Shri Safi Shah s/o Miran Shah       Do.	
189       258       Shri Sali Shah s/o Alran Shah       Do.         190       259       Shri Labib Shah s/o Ali Shah       Do.         191       260       Shri Gulam Shah s/o Nathoo Shah       Do.         192       261       Shri Surja Ram s/o Rajoo Ram       Do.         193       262       Shri Puran s/o Assoo Ram       Do.         194       263       Shri Rahim Shah s/o Ali Shah       Do.         195       264       Shri Rawat Ram s/o Kaloo Ram       Do.	

No.	T. N	o. Name and Fathers's Name	Remarks
196	265	Shri Gulam Shah s/o Fazal Shah	16-10-68
197	266	Shri Haider Shah s/o Faizu Shah	Do.
198	267	Shri Anwar Shah s/o Kayam Shah	Do.
199	<b>26</b> 8	Shri Ramzan Shah s/o Miran Shah	Do.
200	269	Shri Sugan Singh s/o Bachan Singh	Do.
201	270	Shri Saloo s/o Baloo	Do.
202	271	Shri Ganpat Ram s/o Tulsha Ram	Do.
203	272	Shri Bhia Ram s/o Baloo Ram	Do.
204	273	Shri Gunaram s/o Baloo Ram	Do.
205	274		Do.
206	275	Shri Bhanwaria s/o Fazal Shah	Do.
207	276	Shri Jiwan 9/0 Phusa	Do.
208	278	Shri Allahi Bux s/o Hussan Khan	$\mathbf{p}_{\mathbf{o}}$
209	279	Shri Ali Shah s/o Rukan Shah	Do.
210	280	Shri Ahmed Shah s/o Wazir Shah	Do.
211	281	Shri Mohan s/o Rajoo Ram	Do.
212	282	Shri Asharam s/o Laloo Ram	Do.
213	283	Shri Mustaq Shah s/o Abdul	Do.
214	284	Shri Gulam Shah s/o Ater Shah	Do.
215	285	Shri Rashul Shah s/o Atar Shah	Do.
216	287	Shri Ali Shah \$/o Ramzan Shah	$\mathbf{p}_{\mathbf{o}}$ .
217	288	Shri Shera s/o Moti	Do. Do.
218	289	Shri Mahboo Shah s/o Fakir Shah	
219	290	Shri Fazal Shah s/o Fateh Shah Sbri Tajoo Khan s/o Ramzan Khan	Do.
220	291	Shri Baloo Khan s/o Yakub Khan	19-10-68
221 222	292	Shri Fazal Shah s/o Nathoo Shah	24-10-68 18-11-68
	293	Shri Hussan Shah s/o Nikoo Shah	18-11-68
223	294	Shri Khetaram s/o Dhanna Ram	18-11-68
224	295	Shri Bhur Singh s/o Panne Singh	2-12-68
225 226	297 298	Shri Akber Shah s/o Ali Shah	28-1-69
227	282	Shri Akharaz s/o Laloo Ram	12-1-68
228	286	Shri Rama s/o Bhura	9-12-68
229	299	Shri Fazal Shah s/o Kirat Shah	6-12-68

Note—The Village Piece workers from serial Numbers 142 to 229 of the list of the Village Pieceworkers submitted herewith under—Item 'A' of the obligations of V.P.Ws. shall be entitled to the benefits under the Award only after the village at Jalalsar has been completely shifted to the new site and these persons shift accordingly.

[No. F. 35/2/64-LRIV.]

### New Delhi, the 29th July 1969

S.O. 3166.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of 7 Lime Stone Quarries in Satna area and their workmen, which was received by the Central Government on the 22nd July, 1969.

## CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Dated July 8, 1969

### PRESENT:

Shri G. C. Agarwala, Presiding Officer.

CASE No. CGIT/LC(R)(43) of 1968

### PARTIES .

Employers in relation to the management of 7 Limestone Quarries mentioned in the Schedule to the order of reference in Satna area

### Versus

Their workmen represented through the Choona Mazdoor Sangh. Maihar and Pathar and Choona Mazdoor Congress, Satna Siding, Satna (M.P.)

### APPEARANCES.

For employers

For workmen

- 1 Sri Ram Chand Agrawal for Lami Manufacturer Association.
  2. Sri R. N. Rai for S. N. Sunderson
- & Co. and Diwan Lime Co.
- 3. Sri N. C. Majumdar for Dyers Stone Lime Co.
- 4. Sri C. R. Chaurasia for Chowrasia Lime Co.
- 5 Sri Gyan Prasad for Jaiswal Stone Lime Co.
- 1. Sri R. D. Nigam for Choona Mazdoor Sangh, Maihar.
- S/Sri Jalbir Singh and Somnath Sharma for Pathar Avam Choona
- Mazdoor Congress.
  3. Sri C. S. Tiwari for M. P. Stone and Lime Mazdoor Sangh.

INDUSTRY: Limestone

### DISTRICT: Satna (M.P.)

### AWARD

By Notification No. 36/8/67-LRI dated 19th July, 1968 the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) Government of India, referred the following matter of dispute to this Tribunal, for adjudication: -

### Matter of Dispute

- "Whether in view of the refusal of the managements of (1) Messrs S. K. Kahansons & Company, Satna, (2) Messrs Jaiswal Stone and Lime Company, Satna, (3) Messrs National Stone Lime Company, Satna; (4) Messrs Diwan Lime Company, Satna, (5) Messrs S. N. Sunderson and Company, Satna, (6) Messrs Dyers Stone and Lime Company, Satna, (7) Messrs Chapter Chapter Company, Satna, Satna, (6) Messrs Stone and Lime Company, Satna, (7) Messrs Chapter Chapte Satna, (7) Messrs Chowrasia Lime Company, Satna, to pay the second interim relief as granted by the Central Wage Board for Limestone and Dolomite Mining Industry, the workers employed in their limestone quarries are entitled to any increase in their present wage and Dearness Allowance? If so, from what date? If not, to what other relief are the workmen entitled?
- 2. The conciliation failure report dated March 1967 shows that initially Choona Mazdoor Sangh, Maihar, raised a demand in respect of 21 employers of Satna and Maihar area for non-payment of second interim relief as recommended by the Central Wage Board for Limestone Quarries and for non-payment of Bonus for the year 1965. Another Union, Pathar Avam Choona Mazdoor Congress Satna Siding, also in a letter dated 6th November, 1366 raised the same issues against 12 employers in Satna and Maihar area. The employers were common except one, the National Stone Lime Company, Satna. The Asstt. Labour Commissioner held joint conciliation from 15th December, 1966 and later on for the employers in Satna the dispute was confined to 7 employers who are now being included in the reference. Except for three, M/s S. K. Kahansons & Co., Jaiswal Stone Lime Co. and National Stone Lime Company who attended conciliation through a representative, other employers had not turned up. The representative of the employers contended in conciliation that since they have branches in Maihar area also and the employers were trying for mutual negotiations and settlement with the Union they would naturally adopt the same settlement for Satna quarries also. The Union representatives did not agree to this position and pressed for separate settlement with the result that the Asstt. Labour Commissioner recorded a failure report. It is on the basis of this failure report that the reference in question has been made. Seven employers are stated in the schedule to the order of reference and the unions were Choona Mazdoor Sangh, Maihar and Pathar Avam Choona Mazdoor Congress Saina Biding, Satna.
- 3, After issue of usual notices, out of seven employers—six, namely. M/s S. K. Kahansons & Company (Sl. no. 1). M/s Jaiswal Stone and Lime Company (Sl. no. (Sl. no. 1). M/s Diwan Lime Company (Sl. no. 4), M/s S. N. Sunderson and Company (Sl. no. 5), M/s Dyers Stone and Lime Company (Sl. no. 6) and M/s Chowrasia Lime Company (Sl. no. 7) appeared through their Association, the Lime Manufacturers Association. The National Stone Lime Company, Satna (Sl. no. 3) remained absent throughout. A statement of claim was filed by the Association on behalf of

these six employers. Both the Unions also filed their written statements, At subsequent stages of the hearing, it appeared that Choona Mazdoor Sangh, Maihar, was not competent to raise the dispute and Sri R. D. Nigam. General Secretary, and to admit when the hearing was rendered on 18th October 1968 that by constitution of the Union it could not operate for employers at Satna and therefore gave up the stand to represent workers of the employers at Saina through this Union. He, however, obtained authorisation from a number of workers and claimed to represent them on the basis of authorisation by those workers and which he was allowed to do. For the other Union, Pathar Avam Choona Mazdoor Congress, appearance was made and they filed statements of claim also but at subsequent mearings absented. Another Union, M.P. Stone and Lime Mazdoor Sangh, however, intervened and claimed to represent workmen of the employers. The Secretary Sri Chandrashekhar Tiwari, was directed to furnish necessary proof about the membership of each employer and he filed a list together with the registration certificate of the Union and relevant records on the hearing rendered on 2nd November 1968 at Allahabad. Since it appeared that he has had sufficient representative capacity he was allowed representation for the workmen of the employers as Secretary of M.P. Stone and Lime Mazdoor Sangh although this Union was not the sponsoring union. He was the only union representative who took some interest in the case in the beginning and appeared at the hearing rendered on **24th** April 1969. The other two Union representatives had dropped out Sri Chandrashekhar Tiwarl also stopped appearing and sent flimsy telegrams seeking adjournments. His last telegram dated 7th July 1969 was rejected and proceedings were conducted ex parte under Rule 22 I.D. (Central) Rules.

- 4. For the employers, besides raising preliminary objections some documents were also filed by some of them so as to show that they had been running in loss and had not the paying capacity. These were in the shape of Balance Sheet and Profit and Loss Accounts. M/s Dyers Lime Stone Quarries filed seven documents (Exts. E/1 to E/7) M/s Chaurasia Lime Stone Company also filed seven documents (Ex. E/8 to E/14), M/s S. N. Sunderson and Company four documents (Ex. E/15 to E/18), M/s Diwan Lime Company six documents (Ex. E/19 to E/24) and M/s Jaiswal Stone and Lime Company filed three documents (Ex. E/25 to E/27). All the papers were proved on affidavits by the aforesaid employers. No other employers filed any paper. Sri Chandra Shekher Tiwari, General Secretary, M.P. Stone and Lime Mazdoor Sangh, Satna filed one document which was proved by affidavit, marked Ex. W/1. No other Unions filed any document.
- 5. Without going into the merits of the issue under reference. I however, find that the reference is bad in law. The conciliation failure report about which reference. ence has been made earlier would show that the demand of the unions was for failure of the employers to implement the second interim relief as recommended by the Wage Board. Three of the employers had appeared in conciliation and the others had not attended. They also did not categorically take the stand that they were not going to implement the second interim relief as recommended by the Wage Board. As a matter of fact, there was no dispute at all with regard to the liability of the employers to implement the second interim relief. When there was no such dispute the only point which could be referred by the Government for employer for their failure to implement the second interim relief. There had been no demand on the part of the unions for revision of wages consequent to the failure on the part of the employers to allow the second interim relief. The issue under reference, worded as it is, implies that the management had refused to implement the second interim relief and therefore the workers demanded increase in their wages independently of the interim re'ief as recommended by the Wage Board. This had never been the demand of the workers. They just wanted implementation of the second interim relief recommendation and there was no demand for increase in wages and dearness allowance apart from the Wage Board recommendation. It has been specifically held by the Hon'ble Supreme Court in Sindhu Resettlement Corporation, Ltd. Vs. Industrial Tribunal, Gujarat, and others reported in 1968-I-LLJ p. 834, that it was not open to the Government to make a reference of an issue other than the one raised and demanded by the workmen. In view of this law laid down by the Supreme Court, the Government was not competent to make a reference for which there had been no industrial dispute.

Decison:

The result is that without going into the merits of the dispute, it is held that the reference is bad in law and cannot be adjudicated upon.

Sd./- G. C. AGARWALA. Presiding Officer. 8-7-1969.

### New Delhi, the 31st July 1969

S.O. 3167.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madras, in the industrial dispute between the employers in relation to the management of Messrs Star Construction and Transport Company, Salem District and their workmen, which was received by the Central Government on the 22nd July, 1969.

### BEFORE THE INDUSTRIAL TRIBUNAL, MADRAS

Wednesday the 2nd day of July, 1969

### PRESENT:

Thiru B. S. Somasundaram, B.A., B.L., Industrial Tribunal, Madras.

INDUSTRIAL DISPUTE No. 20 OF 1969

(In the matter of the dispute for adjudication U/s.10(1)(d) of the I.D. Act 1947 between the workmen and the management of M/s. Star Construction and Transport Company, Sankari West Post Office, Salem District.)

### BETWEEN

The General Secretary, The Indian Cements Employees Union, Sankari West Post Office, Salem District.

### AND

The General Manager, M/s. Star Construction and Transport Company, Sankari West Post Office, Salem District.

### REFERENCE:

Order No. 36/49/68-LRI, dated 20th February 1969 of the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) Government of India, New Delhi.

This dispute coming on this day for final disposal in the presence of Thiru R. Rengaswamy, General Secretary of the Tamil Nadu I.N.T.C. appearing for the Union and of Thiru C. V. Neelakantan, advocate appearing for the management and the parties having filed two memoranda of settlement and recording the same, this Tribunal made the following.

### AWARD

The dispute in the reference relates to the absorption as Mates of six workmen, viz., 1 to 6, 1. Shri Ramaswamy, 2. Shri Kamalasekaran, 3. Shri Natarajan, 4; Shri C. Ramaswamy, 5. Shri Kuppuswamy and 6. Shri Palaniappan, now kept in the waiting list by Messrs. Star Construction and Transport Co., situate at Sankari in Salem District.

- 2. Four of these workmen, viz., Natarajan, C. Ramaswamy, Ramaswamy and Kuppuswamy have since been absorbed pursuant to a settlement. Kamalasekaran and Palaniappan remain to be absorbed and the management has agreed to absorb them as and when suitable vacancies occur as recited in the settlement.
- 3. Both have filed memos to this effect. Now that four of these workers have since been absorbed, no question of granting any relief to them arises. The management shall absorb the other two workers, viz., Kamalasekaran and Palaniappan as and when vacancies occur.
  - 4. There will be an award to that effect. No order as to costs.

(Sd.) B. S. Somasundaram, Industrial Tribunal. List of Witnesses Examined for both Parties:

None

List of Decuments Marked for both Parties:

Nii

BEFORE THE INDUSTRIAL TRIBUNAL, MADRAS IN I.D. 20/69.

Memo filed by the Star Construction and Transport Co., Sankari West, Salem District.

The following workmen namely,

- Shri Natarajan.
- 2. Shri C. Ramaswamy.
- 3. Shri Ramaswamy.
- and 4. Shri Kuppuswamy have been absorbed as 'Mates'. Messr<sub>5</sub> Kamala-sekaran and Palaniappan will be absorbed as and when suitable vacancies occur. Hence the above I.D. case may be closed having been settled out of Court.

(Sd.) C. V. NEELAKANTAN,

Advocate for Respondent.

(Sd.)....

General Manager,

Star Construction & Transport

Company.

#### Memo of Settlement

Both the parties arrived at an agreement in the above I.D. The agreement is filed before the Honourable Tribunal. It is prayed that the Honourable Tribunal may be pleased to pass an award in terms of settlement dated 7th April 1969. The following 4 workers have been absorbed as mate as per the terms of settlement.

(Sd.) R. RENGASWAMY,

Workers Representative.

- 1. Shri Natarajan.
- 2. Shri C. Ramaswamy.
- 3. Shri Ramaswamy.
- 4. Shri Kuppuswamy.

Sri Kamalasekaran and Palaniappan have to be absorbed as per the terms of settlement dated 7th April, 1969.

(Sd.) R. RANGASWAMY.

[No. 36(49)/68-LRIV.]

S.O. 3168.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madras, in the industrial dispute between the employers in relation to the management of Star Construction and Transport Company Limited, Sankari West Post Office, Salem District, and their workmen, which was received by the Central Government on the 23rd July, 1969.

#### BEFORE THE INDUSTRIAL TRIBUNAL, MADRAS

Wednesday the 2nd day of July, 1969

PRESENT;

Thiru B. S. Somasundaram, B.A., B.L., Industrial Tribunal, Madras INDUSTRIAL DISPUTE No. 25 of 1969

(In the matter of the dispute for adjudication U/s. 10(1)(d) of the I.D. Act 1947 between the workmen and the management of Star Construction and Transport Company Limited, Sankari West Post Office.)

#### BETWEEN

The Secretary, The Indian Cement Employees Union, Sankari West Post Office, Salem District.

#### AND

The General Manager, The Star Construction and Transport Co., Sankari West-Post Office, Salem District.

#### Reference:

Order No. 36/61/68-LRI, dated 11th February, 1969 of the Ministry or Labour, Employment and Rehabilitation (Department of Labour and Employment) Government of India, New Delhi.

This dispute coming on this day for final disposal in the presence of Thiru R. Rengaswamy, General Secretary of the Tamil Nadu I.N.T.U.C. appearing for the Union and of Thiru C. V. Neelakantan, advocate appearing for the management and the parties having filed two memoranda of settlement and recording the same, this Tribunal made the following.

#### AWARD

The dispute in this reference relates to the dismissal of seven workers, viz. 1. R. Kandaswamy, driver, 2. K. V. Baskaran, driver, 3. P. R. Narayanan; Mate.; 4. C. Selvadas; Token No. 518; 5. Faman Chetty; Token No. 22; 6. Madappan; T. No. 603 and 7 S. Balraj; T. No. 31; and the termination of the services of another person by name C. Mari by the management of Star Construction & Transport Company Limited situate at Sankari in Salem District.

2. The parties have since settled the dispute. The management has reinstated all the seven workers with continuity of service and has also paid Rs. 100/- each as agreed. C. Mari has been absorbed and his claim has been fully satisfied. Both have filed memos to this effect. Therefore the dispute is dismissed as settled out of court. There will be no order as to costs.

Industrial Tributal.

List of Witnesses Examined for both Parties:

None

List of Documents marked for both Parties:

Nil.

#### Memo of Settlement:

Both the parties have settled the dispute by arriving at an agreement. Settlement is also filed before the Honourable Tribunal. The management also have re-instated all the 7 workers with continuity of service and also paid Rs. 100/-each as per the terms of settlement.

It is therefore prayed that the Honourable Tribunal may be pleased to present award in terms of settlement dated 7th April, 1969.

(Sd.) R. RENGASWAMY, Workers' Representative

#### BEFORE THE INDUSTRIAL TRIBUNAL, MADRAS'

I. D. No. 25 of 1969

The India Cements Employees Union, Sankari West, Salem. Petitioner.

Vŝ.

The General Manager, Star Construction & Transport Co. Sankarl West, Salem District. Respondent.

Memo filed by the respondent, The General Manager Star Construction and Transport Company, Sankari West, Salem District.

- 1. The seven dismissed workers have been re-instated and the period of non-employment will not operate as a break of service. They have been paid a sum of Rupees One hundred each as ex-gratia payment and thus their claims have been fully satisfied.
  - 2. Sri Mari has been absorbed and his claim has been fully satisfied.
- 3. In these circumstances it is prayed that this I. D. No. 25/69 may be closed as having been settled out of court.

(Sd.) C. V. NEELAKANDAN,

(Sd.) Illegible

Advocate for Respondent,

For Star Construction & Transport Company.

(Sd.)

General Manager.

[No. 36(61)/68-LRIV.]

#### New Delhi, the 2nd August 1969

S.O. 3169.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of South, West and North Jagharakhand Collieries, Post Office Jhagrakhand Colliery, District Surguja (Madhya Pradesh), and their workmen, which was received by the Central Government on the 19th July, 1969.

# CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Dated July 3, 1969

#### PRESENT .

Shri G. C. Agarwala, Presiding Officer.

CASE REF. No. CGIT/LC(R) (57) or 1968

#### PARTIES:

Employers in relation to the management of South, West and North Jhagrakhand Collieries of Messrs Jhagrakhand Collieries Private Limited, Post Office Jhagrakhand Colliery, District Surguja (Madhya Pradesh).

#### **77 o**

Their workmen represented through M.P. Colliery Workers Federation, P.O. Jhagrakhand Colliery, Distt. Surguja (M.P.), Azad Koyala Shramik Sabha and M. P. Koyala Mazdoor Panchayat.

#### APPEARANCES:

For employers, S/Shri P. S. Nair, Advocate and R. G. Gupta and G. R. Bhandari officers of the Colliery.

For workmen, 1. Sri Gulab Gupta, General Secretary, M.P.C.W.F.

- 2. Bishcshar Boral, General Secretary, Azad Koyala Shramik Sabha.
- 3. Sri M. P. Tiwari, Vice President, M. P. Koyala Mazdoor Panchayat.

Industry: Coal District: Surguja (M.P.)

#### AWARD

By Notification No. 1/24/68-LRII dated 25th November 1968, the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), Government of India, referred the following matter of dispute as stated in the schedule to the order of reference to this Tribunal, for adjudication:—

#### Matter of Dispute

Whether the management of South, West and North Jhagrakhand Collieries of Messrs Jhagrakhand Collieries Private Limited, Post Office Jhagrakhand Colliery District Surguja (Madhya Pradesh) was justified in not paying the Variable Dearness Allowance on overtime work, the work done, for less than 8 hours a day and with full back wages? If not, to what relief are the workmen entitled and from which date?

- 2. The issue under reference stated above is in three parts. The first part whether Variable Dearness Allowance is also payable on overtime work. The second part is whether proportionate reduction in Variable Dearness Allowance for less than eight hours work on a day by the employers is justified and third is with regard to fall back wages.
- 3. The dispute which resulted in this reference was raised by M.P.C.W. Federation. During the hearing two other unions, Azad Koyala Shramik Sabha and M. P. Koyala Mazdoor Panchayat, requested to be impleaded as parties. The parties as a matter of fact are the workmen of the collieries and it was more a question of representation under Section 36 I.D. Act. Since, however, the employer had raised a plea that M.P.C.W. Federation was a minority union and was not recognised by the management, the other two unions were allowed representation and they also filed statements of claim supporting the demand raised by M.P.C.W. Federation. The question of V.D.A. was first considered by the L.A.T. in appeal against Majumdar Award. The Majumdar Award in paragraph 520 page 140 allowed dearness allowance on basic wage, the neutralisation varied from 150 per cent to 40 per cent upto a wage of Rs. 300/-. There was no V.D.A. prescribed under the Majumdar Award. The L.A.T. while dealing with the subject of dearness allowance at page 32 gave the direction in paragraph 74 at page 34 as follows:—
  - "74. We, therefore, direct that the following addition should be made to the scheme of dearness allowance already given:—
    - If the average of the monthly figures of the All India Average Consumer Price Index Numbers (General) (base 1949—100) for each half year from January to June and from July to December of each calendar year should rise by more than 10 points over 102, the dearness allowance for the succeeding half year shall be raised by a fial amount of Rs. 4-14-0 per month for all, for each of such rises of 10 points. Likewise, if the average of the monthly figures of the All India General Index Number falls by more than 10 points after it has risen as aforesaid, there shall be a reduction of Rs. 4-14-0 per month for each drop of 10 points, but not if below 102."

From the above, it would be found that on the consumer price index 102 a flat rate of V.D.A. was prescribed for every rise and fall of 10 points. This was uniform for all categories. The Wage Board in its report Chapt. VII at page 48 reproduced para 74 of the L.A.T. Award and in the end of para 3 observed that "Under these directions, the coal miner has uptil 1st October 1966 received seven payments each of 0.19 P. per day if daily-rated and of Rs. 487 per month if monthly-rated." After considering various aspects in paragraph 23 at page 54 and in paragraph 24, this minimum wage was taken to be Rs. 5/- per day at index figure 166 which was recommended to be payable from 1st January 1967. In paragraph 26 the Board proceeded to consider the question of neutralisation for the rise in the cost of living index number beyond 166 at which the new wage rate was pegged and in paragraph 27 and 28 following direction were given:—

- "27. After an anxious consideration of the matter, and for the reasons stated above, the Board is unanimously of the opinion that the formula for compensating the increases in the cost of living index beyond index No. 166 shall be as follows:
  - "For every point's rise over the index number 166, to which our wage structure is linked, the variable dearness allowance shall be 3 paise per day. The method of calculation of the index shall be on the basis of the average of six months; i.e. from January to June and July to December in each year and the adjustments will be made on 1st October, and 1st April each year respectively as at present. If there are fractions in the average, the next higher integ.r will be taken."
- 28. We would, however, made it clear that if there is a fall in the average cost of living Index-Number for any period of six months from the average index number for the previous period of six months, the dearness allowance will be reduce to the extent of such a fall at the rate of 3 paise per point per day; but not if the Index Number falls below 186."

The result of all this is that the basic wage, and dearness allowance fixed by Majumdar Award and variable dearness allowance (V.D.A.) prescribed by L.A.T. were all merged into basic pay and a new formula on V.D.A. beyond the index figure 166 was formulated. The management and as a matter of fact, the entire industry has not been paying this V.D.A. on overtime on the ground that V.D.A. is a distinct fixed allowance for the whole day's work and as only one day's V.D.A. is admissible per day the workers cannot have the advantage of a second V.D.A.

or overtime beyond eight hours work. The workmen, however, contend that this is not so and the employers have in fact been committing breach of Section 33(3) of the Mines Act under which for overtime, basic wages and dearness allowance have both to be paid. It is further stated that even the Standing Orders Cl. 5 make a provision for payment of overtime wages which are inclusive of dearness allowance. The fact that the employers had not been making such payment in the past and even before the Coal Wage Board is of little consequence. The M.P.C.W. Federation in its written statement in paragraph 11 stated that the conduct of the employers was statutory violation of the provisions of Mines Act and they should be paid V.D.A. on overtime also with effect from the date of onforcement of the Coal Award, namely, 26th May, 1956.

- 4. Before taking up the controversy, certain legal objections raised by the employers may first be disposed of. In para 2 of the written statement, they have enumerated their various objections. In Clause (i) It was stated that in Surguja and Shahdol districts, there are a number of employers with whom the unions have raised a similar dispute. The matter is under consideration of the Government of India and to select Jhagrakhand Group of collicries for making reference is violative of Article 14 of the Constitution. This objection is wholly irrelevant for the purpose of this Tribunal. The jurisdiction of this Tribunal is derived by reference under Section 10 and if the Government made any discrimination, the appropriate forum to challenge the fact is different and not this Tribunal. The second objection that the Government earlier by a communication dated 27th November. 1968 had refused to make a reference also is not relevant. It is manifest that the Government found it expedient at a subsequent stage to make the reference. It is not for this Tribunal to go into the reasons which impelled the Government to make this reference. In Clause (iii), it was stated that the dispute was not an industrial dispute as defined in Section 2(k) LD. Act. How it is so has not been stated and apparently the plea is filmsy. In Clauses (iv) and (v) it was stated that the question is of national importance with which the entire industry was concerned and a plece-meal reference of this type would create industrial disturbances. It was, therefore, stated that the reference should have been made to National Tribunal. This again is not a subject open for consideration by this Tribunal. Similarly objection in Cl. (vi) that the Government had not applied its mind while making the reference at the instance of a minority union, M.P.C.W.F. is again relates to the action of the Government. In Sub-clause (vii), it was stated that the question of payment of V.D.A. on fall back wages was not ralsed by the Union during conciliation and could no
- 5. Coming to the claim of workmen for Variable Dearness Allowance on overtime work also, the demand is fully justified. Variable Dearness Allowance is nothing else but Dearness Allowance of a category which is variable with the rise and fall of cost of living index. The general dearness allowance which was pegged at the prevailing cost of living index was a fixed allowance with the only difference that it differed with the pay scale for the purposes of neutralisation under the Majumdar Award. The L.A.T. while introducing the V.D.A. was guided by the consideration that the cost of living index was likely to rise and since it can be fluctuating, in paragraph 74 at page 34, the method of calculation was prescribed for every rise and fall of 10 points. The fact that it was a flat amount of Rs. 4-14-0 per month for each rise of 10 points made little difference. The nature of the allowance was dearness allowance as was stated in the opening sentence of paragraph 74 wherein it had been observed that "We, therefore, direct that the following addition should be made to the scheme of dearness allowance already prescribed by Majumdar Award. It has been called "variable" because it fluctuates with the rise and fall of the cost of living index. The Coal Wage Board while consolidating the minimum wage merged the Dearness Allowance and Variable Dearness Allowance along with the two interim wage increases with the basic wage and pegged the minimum wage at the cost of living index 166. Like the L.A.T. it made provision for further rise of cost of living index and in paragraph 27, the method was differently prescribed for rise and fall on every point basis rather than on rise and fall on every 10 points. It is pertinent to note that in paragraph 28 the expression used is the dearness allowance, which means that the allowance which has been prescribed in Section 27 as V.D.A. was treated as dearness allowance in the subsequent paragraph. Section 33 of the Mines Act has made provision as to what wages will have to be paid for overt

dearness allowance and compensation in cash....including such compensation, if any, accruing through the free issue of food grains) and other articles as persons employed in a mine may, for the time being, be entitled to, but does not include a bonus. The sweep of the section is so wide as not only to include dearness allowance but even compensation. Apart from this, the wordings any dearness allowance" leave no scope for doubt on the question and whether it is a fixed dearness allowance or variable dearness allowance or any other category of dearness allowance the same would be covered by the expression "any dearness allowance". Consequently, the argument pressed on behalf of the management that the variable dearness allowance should not be termed as part of wages but should be treated as a special allowance to meet temporary increase in the cost of living index because it is fixed for the day is clearly untenable. The V.D.A. remains a D.A. even though variable with the cost of living index fixed for the day. The further contention that the definition of "day" in Section 2(f) in the Mines Act means "a period of twenty-four hours beginning at midnight" is also irrelevant. This definition is only meant to state that the day shall be reckoned after 12 midnight for 24 hours. It has nothing to do with the working hours. The limit of hours of work as prescribed in Section 30 and 31 of the Mines Act being 48 hours in any week on 9 hours in any day for surface work and 8 hours for underground works are the maximum limits prescribed and are not the minimum. The argument of the employers that a worker becomes entitled to his wages only after working 8 hours or 9 hours in a day is misconceived. Actually speaking this is the maximum limit beyond which the employers cannot take work and if they do, extra wages for overtime are prescribed under Section 33 of the Mines Act. The maximum limit is prescribed in Section 35 for work including overtime. The stand taken by the management is itself nullified by the fact that they ha

- 6. As for the second part of the issue under reference, when the employers have been made liable to pay V.D.A. on overtime they are entitled to proportionate reduction on work done for less than 8 hours. The workmen cannot have both ways.
- 7. There is no dispute left with the third part of the issue under reference regarding fall back wages as this part of the issue was not pressed by the Unions.
- 8. The last question to be considered is from which date the award should be made enforceable. Ordinarily an award is prospective—but in special cases it is made retrospective from the date of the demand. This is one such special case. The conciliation failure report shows that the Union, M.P.C.W.F. first raised the demand with the management on 20th December 1967 and after failure of negotiations with the management, addressed the Conciliation Officer on 15th July, 1968. The date of demand shall be the one when the Union first raised the demand with the management and not when it approached the conciliation machinery. That being so, the award shall be made operative from 20th December, 1967. The contention of the Union, M.P.C.W. Federation, that it should be made applicable from 26th May 1956 is clearly unreasonable. They cannot have it for the period anterior to the demand.

#### Decision: -

The result is that for the issue under reference, it is held that the management was liable to pay Variable Dearness Allowance on overtime work and that for work done for less than 8 hours a day the management is entitled to make a proportionate deduction and that there is no dispute with regard to fall back wages. The award shall be operative from 20th December 1967. No order for costs.

(Sd.) G. C. AGARWALA,

Presiding Officer,
3-7-1969.

[No. 1/24/68-LRIL]

#### New Delhi, the 4th August 1969

S.O. 3170.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2), Dhanbad, in the industrial dispute between the employers in relation to the management of Laikdih Deep Colliery of Messrs Andrew Yule and Company Limited, Post Office Chirkunda, District Dhanbad and their workmen, which was received by the Central Government on the 26th July, 1969.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

#### PRESENT:

Shri Nandagiri Venkata Rao, Presiding Officer.

#### REFERENCE No. 270 of 1967

In the matter of an industrial dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947.

#### PARTIES.

Employers in relation to the Management of Laikdih Deep Colliery of Messrs Andrew Yule and Company Limited, Post Office Chirkunda, District Dhanbad

#### AND

Their workmen

#### APPEARANCES:

On behalf of the employer—Shri D. Narsingh, Advocate.

On behalf of the workmen-Shri N. Das, Advocate.

STATE: Bihar.

INDUSTRY: Coal.

#### Dhanbad 22nd July, 1969

#### AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the management of Laikdih Deep Colliery of Messrs Andrew Yule and Company Limited, Post Office Chirkunda, District Dhanbad and their workmen, by its order No. 2/190/66-LRII, dated 23rd September 1967 referred to this Tribunal under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:

#### SCHEDULE

- "Whether the management of Laikdih Deep Colliery of Messrs Andrew Yule and Company, Post Office Chirkunda District Dhanbad was justified in dismissing Sri S. R. Sarkar, Accounts Clerk, from service with effect from the 24th June, 1966? If not, to what relief is the workman entitled?"
- 2. Workmen as well as the employers filed their statement of demands as well as rejoinders.
- 3. Shri S. R. Sarkar (hercinafter referred to as the affected workman) was appointed as an accounts clerk at Laikdih Deep Collicry by M/s. Andrew Yule & Co. Ltd. (hereinafter referred to as the employer) with effect from 15th December 1959. By a letter No. 3214/7790 dated 11th April 1966 addressed to the Manager of the colliery the Superintendent, Accounts issued a duty roster of clerical staff at the colliery and it was to be effective from the same date. The duty roster mentions 17 clerks and the affected workman is in it at Sl. No. 2. While other clerks accepted the duties and signed the duty roster, the affected workman endorsed on it, "noting this under protest. As I am overburdened with my usual work the extra work thrust on me without any rhyme or reason cannot possibly be done by me. As such, I express my inability to do this having in view of the Co.'s interests since I do not want that the Co.'s work should suffer in any way" and signed with the date 12th April 1966. On 22nd April 1966, the affected workman sent a representation to the Superintendent, Accounts stating that through the duty roster some extra work, such as, mines returns, etc. so far done by the head clerk was transferred to him, that he was already overburdened with work and that as such, he may be exempted from doing the extra work. The Manager informed the affected workman through his letter dated 26th April,

1966 the views of the Superintendent, Accounts, wherein the Superintendent and stated that the re-allotment of duties contained in the duty roster were well within the capacity and the time available of the affected workman and that if the affected workman persisted in his refusal to carry out his work, suitable disciplinary action would have to be initiated. The Manager also called the affected workman and asked him to perform the duties allotted to him through the duty roster and warned him of the consequences in default: But the affected workman did not perform the duties. Consequently, a charge-sheet dated 13th May, 1966 was issued to the affected workman, stating that his refusal to do the work amounted to wilful disobedience and gross insubordination and that he should show cause under Section 27(1) and (6) of the Standing Orders. The affected workman submitted his explanation to the charge-sheet. Under the instructions of the employer the then trainee Welfare Officer in Personnel Department of the Central office of the employer conducted a domestic enquiry into the charge-sheet in presence of the affected workman and submitted his report finding the affected workman was dismissed from service by the letter dated 23rd June 1966 with effect from 24th June 1966. These facts are not in dispute.

- 4. The case of the workman is that the enlargement and additions made through the duty roster to the usual work of the affected workman had little relation to the accounts work, that they were made arbitrarily and unilaterally and in violation of Section 9-A of the Industrial Disputes Act, 1947, that the refusal on the part of the affected workman to perform such duties did not amount to any misconduct, that the domestic enquiry was not conducted in accordance with the principles of natural justice, that the enquiry officer's finding was perverse, that the dismissal of the affected workman was contrary to the provisions of the Standing Orders in that there was no approval of the Chief Mining Engineer, that the action of the employers in dismissing the affected workman was malafide, capricious, pre-meditated, illegal, unwarranted and unjustified. The employers filed the written statement stating that the management had the inherent right to organise its work in the office according to its requirement and accordingly it had re-distributed all office work among the office clerks, that it was not necessary for the management to obtain prior consent of the office clerks before the office work was distributed, that the re-allocation of work to the clerks did not attract the provisions of Section 9-A of the Industrial Disputes Act, 1947, that by refusing to carry out the lawful and reasonable order of the Manager the affected workman had committed misconduct under the Standing Orders, that the domestic enquiry was proper, that the enquiry officer had found the affected workman guilty on the basis of the evidence recorded at the enquiry and that the order of dismissal of the affected workman was issued after the General Manager to dismiss the workman. The management denied that its action in dismissing the affected workman was malafide, capricious; pre-meditated, illegal, unwarranted or unjustified. In the rejoinders no new facts were stated but the parties reiterated their earlier contentions made in their statements.
- 5. Admittedly, the affected workman was an accounts clerk under the employer and he was served with a charge-sheet, Ext. M4 dated 13th May 1966. It was alleged in the charge-sheet that the affected workman was refusing to do work according to the duty roster, Ext. M50. The affected workman submitted his explanation to the charge-sheet on Ext. M4 itself. The explanation is a lengthy one but inter alia the affected workman stated therein that the duties given to him through the duty roster were beyond his normal legitimate work, that he was inexpediently forced to bend himself upon doing extra work for which he was not supposed to be legally responsible, that the redistribution of work had eclipsed fair and equitable distribution of work, that the mine's return was a general statistical compilation of the mine's affairs and preparation of the return was not incidental to the accounts work, that the work of the mine's return was thrust upon him as if he was a general clerk, that the order containing in the duty roster was open to challenge and as such, the charge of insubordination and/or disobedience automatically fell through, that in case of work which was not part of his normal work refusal or otherwise was entirely within his province and no disciplinary action was called for if one did not want to shoulder the additional work unilaterally thrust on him and that such unilateral change

of duty roster was in direct contravention of Section 9-A of the Industrial Disputes Act, and as such unlawful on the face of it. After receiving the explanation the Manager issued a notice, Ext. M3 informing the affected workmen that an enquiry would be held on 26th May, 1966 in the office of the Welfare Officer. The Welfare Officer MW.1 conducted the enquiry and his enquiry proceedings are Ext. M51. The statement of the affected workmen recorded during the enquiry is Ext. M5. The enquiry Officer, MW.1 has in his evidence that he examined 4 witnesses for the management, that the affected workmen signed the statement of 3 witnesses and refused to sign the statement of the 1st witness, Shri Basudeb Chatterjee; that the affected workman cross-examined 3 witnesses and declined to cross-examine the witness, Shri R. Ghosh, that affer recording the 4 statements on behalf of the management the affected workman gave his statement, that the affected workmen did not examine any defence witnesses inspite of being asked and that he (enquiry officer) had recorded all the statements correctly. The affected workman, as WW1 states that he was not given opportunity to cross-examine prosecution witnesses and that many of the questions put by him to the witnesses during the enquiry were not recorded. MW1 has denied categorically the suggestion that he had refused to record any question put to the witnesses from recording. It is not the case of the affected workman that he had not signed the statements or that he had effected workman that he had not signed the statements or that he had signed them under any pressure or coercion. It is the case of the affected workman, emphatically and repeatedly put forth that he was a commerce graduate. He did not complain to anyone at any stage that was not permitted by the enquiry officer to cross-examine witnesses or that the questions put by him were not properly recorded. Even in the representation before the Conciliation Officer such allegations were not made. The written statement filed be of duty roster was in direct contravention of Section 9-A of the Industrial Disofficer found the affected workman guilty of the charge and submitted his report, Ext. M52, stating that the delinquent was guilty of gross negligence of duty and persistent disobedience of the superiors without any reasonable cause. Out of the 4 witnesses examined for the management in the enquiry, witnesses S/Shri Basudeb Chatterjee the head clerk, R. R. Ghosh and M. Koshi, Manager had deposed that distribution of work as per the duty roster was fair and equitable, that the duties assigned to the affected workman through the duty roster were previously done by his predecessor and the head clerk and that the affected workman had sufficient time to do the work entrusted to him by the duty roster. The previously done by his predecessor and the head clerk and that the affected workman had sufficient time to do the work entrusted to him by the duty roster. The affected workman did not even cross examine Shri R. R. Ghose. The cross-examination of other witness did not produce anything favourable to the affected workman. He did not lead any defence. On the evidence of the 4 witnesses examined by him it cannot be said that the enquiry officer's finding was perverse or without basis. In reply to the charge-sheet and even before this Tribunal the-affected workman has clearly admitted that he had refused to perform the duties entrusted to him by the duty roster, Ext. M50. It is vehemently contended on behalf of the workman that additional work was entrusted to the affected workman and that doing so was in contravention of Section 9-A of the Industrial Disman and that doing so was in contravention of Section 9-A of the Industrial Disputes Act, 1947 and as such illegal. Section 9-A of the Industrial Disputes Act 1947 deals with change in the conditions of service applicable to a workman. Neither the section nor the 4th schedule shows that entrustment of additional months of the section and the sectio Neither the section nor the 4th schedule shows that entrustment of additional work, if at all the duties allotted to the affected workman through the duty roster were additional works, was a change in the conditions of his service. No authority is cited in support of the contention. The complaint is that the enquiry officer did not bestow his attention and give a definite finding if the affected workman was already overburdened or not with his duties before additional works were entrusted to him through the duty roster. It has been pointed out time and again by the Supreme Court that an industrial tribunal to which a dispute arising from dismissal of an industrial employee has been referred for adjudication, is not an appeal court having the power to examine the correctness of the conclusions of fact arrived at by a domestic tribunal. As discussed by me above I do not find anything improper or unfair in the enquiry conducted against of the concusions of fact arrived at by a domestic tribunal. As discussed by me above I do not find anything improper or unfair in the enquiry conducted against the affected workman by MWI. I do not find any substance in the argument that the enquiry officer was not well versed with accounts matters and as such not competent to hold the enquiry. It is not denied that the enquiry officer MWI is a Graduate and holds the Diploma in Social Welfare. No ill motive is attributed to him. Whether the material before the demestic tribunal was adopted to the Whether the material before the domestic tribunal was adequate or not or whether the particular witnesses upon whom reliance was placed by the domestic tribunal should have been believed or not was entirely a matter for the consideration of the domestic tribunal and the industrial tribunal while adjudicating upon an industrial dispute referred to it, does not possess the power of reviewing the evidence adduced before the domestic tribunal. It is also contended that the enquiry officer did not call for the registers and documents

referred to by the affected workman in his explanation to the charge-sheet or statement made by him before the enquiry. It was the duty of the affected workman to produce himself the documents relied upon by him. The enquiry officer man to produce nimself the documents relied upon by him. The enquiry officer had neither the power nor was he bound in duty to call for the documents or summon witnesses cited by the parties before him. In this respect I find support in the decision of the Supreme Court in Tata Oil Mills Co. Ltd. vs. its workmen (1964—II—L.L.J. 113). It is argued at length that it was not possible for the affected workman to perform the duties entrusted to him by the duty roster, Ext. M50, because he was already over burdened with the work. The support reliance is placed on the explanation submitted to the charge-sheet, Ext. M4 and the letter, Ext. M14. Merely listing of work does not convey the volume of work and the Ext. M14. Merely listing of work does not convey the volume of work and the time consumed in performing it. For instance, writing of journal once a week does not give an idea of volume of work unless the number of entries and time consumed to post them also are indicated. One other criteria is whether the affected workman had to work overtime to complete the duties entrusted to him. Admittedly, the affected workman did not even give a trial to the duties entrusted to him by the duty roster. During the period prior to the duties entrusted to him by the duty roster also it does not appear that the affected workman had worked overtime for any considerable number of days. The workman have examined a peon, WW.2 and a lamp cabin clerk, WW.3 to testify that the affected workman was discharging his duties consciously and used to be always busy. They say was discharging his duties consciously and used to be always busy. They say that he used to work at home also because they saw him taking accounts books with him. Both the witnesses are respectively treasurer and secretary of the Colliery Mazdoor Sangh which has sponsored the dispute and is representing the workman in the present reference. The affected workman, WW.1 has admitted that there was the practice in the colliery for payment of overtime wages to workmen and in that regard record was maintained. So, the workmen could workmen and in that regard record was maintained. So, the workmen could summon such record to show on how many occasions the affected workman had done overtime work. The affected workman, WW.1 says that on only one occasion overtime was paid to the clerks of the colliery, inclusive of himself and it was for about 18 to 20 days in 1965 in connection with the preparation of profit sharing bonus, registers and sheets. Obviously, it was a special occasion when the affected workman did overtime along with other clerks. It cannot be believed that the affected workman had done overtime work at the time of all the state of the st that the affected workman had done overtime work at any other time and it was not entered in the relevant register. The affected workman himself says that apart from the above occasion when he worked overtime he made a representation in respect of payment of overtime wages on other occasion but the Manager and the Senior Auditor told him that instead of overtime wages he could avail and the Senior Auditor told nim that instead of overtime wages he could away of the compensatory rest. The affected workman, WW.1 says that he did not apply for compensatory rest because if he did so his work would have fallen in arrears. The affected workman cannot be believed to be so very conscious of his work as to forego his overtime wages or compensatory rest. On his own accord he had shown that after 11th April 1966 he claimed and enjoyed 1 day's compensatory rest. pensatory rest. Thus even before this Tribunal the workmen did not succeed in proving that the affected workman was already over worked before the additional work was entrusted to him by the duty roster. Ext. M50 or that allotment of the additional work was illegal or unreasonable. It is also argued that in the charge-sheet reference was made to Section 27(1) and (6) of the Standing Orders, whereas there was no charge regarding habitual negligence or neglect of work. But admittedly, clause (1) of Section 27 of the Standing Orders, Ext. M6 lays down that wilful insubordination or disobedience whether alone or in combination with another or others of a lawful or reasonable order of a superior constitutes a misconduct. Even if it is supposed that out of the 2 charges the Tribunal finds that only one is proved, would not invalidate the order of punishment. It is turther contended that, as seen from his report, Ext. M52, the enquiry officer had made use of his personal information. But, as I have already pointed out the material before him supported his finding that the affected workman was guilty of insubordination and disobedience and as such, his discussion of further material is of no consequence. Even now it is admitted that the affected workman did not perform the duties entrusted to him by the duty roster. Ext. M50 and I have already held that the duties entrusted to the affected workman through the duty roster were not unreasonable or unlawful. In the result I do not find any substance in the case set up by the workmen. I find ample justification for the action taken by the employer.

<sup>6.</sup> I, therefore find that the management of Laikdih Deep Colliery of the employer, Messrs Andrew Yule and Comosny, Post Office Chirkunda, District Dhanbad was justified in dismissing the affected workman. Shri S. R. Sarkar, Accounts Clerk from service with effect from the 24th June, 1966 and, consequently, he is

not entitled to any relief. The award is made accordingly and submitted under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) N. VENRATA RAO,

Presiding Officer,

Central Government Industrial Tribunal (No. 2), Dhanbad. iNo. 2/190/66-LRII.1

S.O. 3171.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Messrs Lodna Colliery Company (1920) Limited, Post Office Kalipahari, District Burdwan and their workmen, which was received by the Central Government on the 29th July, 1960.

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA.

#### REFERENCE No. 31 of 1969

#### PARTIES:

Employers in relation to the management of Messrs Lodna Colliery Company (1920) Limited.

#### AND

#### Their workmen

#### PAESENT .

Shri B. N. Banerjee.—Presiding Officer.

#### APPEARANCES:

On behalf of Employers.—Shri D. Basu Thakur, Advocate. On behalf of Workmen.—Shri S. N. Banerjee, Advocate.

STATE: West Bengal.

INDUSTRY: Coal Mines.

#### AWARD

By Order No. 6/134/68-LRII, dated March 21, 1969, the Government of India, in the Ministry of Labour. Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the management of Messrs Lodna Colliery Company (1920) Limited and their workmen, to this tribunal, for adjudication, namely:

Whether the management of Sripur Group of Collicries owned by Messrs Lodna Colliery Company (1920) Limited, Post Office Kalipahari, District Burdwan, was justified in terminating the services by way of retirement of the following workmen with effect from the 1st September, 1968;—

\$1. No.	Name of worke	:T8		Designation	Name of Colliery	
1 2 3 4 5 6 7 8 9 10 11 12	Shri Sudama Singh Shri Rasbehari Ghose Shri Dwarika Pandey Shri Jagannath Karmakar Shri Kausali Mia Shri Kalu Kahar Shri Jhari Mia Shri Usman Mia Shri Usman Mia Shri Golok Behari Sajhu Shri Mangru Turi Shri Debu Mondal Shri Sadique Mia Shri Issaque Mia				Boiler Fireman Head fitter Munshi Head Fitter F.S. Prof. Mistry Fan Khalasi Gateman Boiler M/Sirdar W.E. Khalasi Line Mistry Shale Picker Poniati North trammer	Sripur Colliery Do. Do. Do. Do. Do, Ningha Colliery Rana Colliery Do. Sripur Colliery Do. Do. Do.

Sl. No. Name of w	vo! kers		Designation	Name of Colliery
14 Shri Sarat Mukherjee 15 Shri M.1. Mia 16 Shri Gobardhan Mia 17 Shri Etawari Mia 18 Shri Udho Lohar 19 Shri Usman Mia 20 Shri Anath Ram 21 Shri M.1. Yusuf 22 Shri Borhan Mia 23 Shri Raghubir Mistry 24 Shri A. C. Roy 25 Shri Netai Sarkar 26 Shri Jamini Mukherjee 27 Shri Amulya Sikdar 28 Shri Debu Karmakar 29 Shri Mangla Bouri 30 Shri Toolo Barai 31 Shri Nibaran Ch, Dey			Shale Picker Tyndal Body Searcher On Setter Blacksmith Line Mistry Chaprashi H/W Fitter Dusting Mazdoor Carpenter Overman Electrician Do. U/G Traffic Blacksmith Store Mazdoor M/Sirdar Fan Khalasi	Sripur Colliery Do.

If not, to what relief are these workmen entitled ?

- 2. I am not called upon to adjudicate the dispute on evidence any longer. The parties to the dispute have filed a joint petition of compromise thereby settling the dispute. They pray for an award in terms of the settlement arrived at.
- 3. I, therefore, make an award on terms as in the petition of settlement. Let the petition osettlement form part of this award.

Dated, July 24,1969. (Sd.) B. N. BANERJEE, Presiding Officer,

# BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

### Reference No. 31 of 1969

#### PARTIES:

Employers in relation to the Lodna Colliery Company (1920) Limited, and Their workmen, represented by Colliery Mazdoor Congress (HMS), Asansol.

The humble petition of the company and the Union most respectfully. SHEWETH:

That the above case has been amicably settled out of Court on the following terms:

- (a) That without prejudice to the company's contention that the retiring age in this company is 60 years and that all the employees concerned in the dispute have crossed their age of 60 years and without prejudice to the Union's contention, the company agrees to pay to each of the employees for each year of service 10 days' wages as ex gratia payment
- (b) That the pension/gratuity if any, previous'y offered to those employees by the Company are hereby withdrawn and none of them will be entitled to the pension/gratuity offered by the company, if any, at time of their retirement.
- (c) That the union accepts this ex-gratia payment of 10 days' wages to each of the employees for each year of service on the understanding that such payment will be app'icable to only those 31 employees whose cases are now before this Honourable Tribunal and to nobody else.
- (d) That the above ex-gratia payment will be paid within a month to the first 15 employees as given in the above Order of Reference and to

the remaining 16 employees in the Order of Reference in the month next following.

It is therefore prayed that the above case may kindly be disposed of in terms of the above settlement and for this act of kindness the parties as in duty bound shall ever pra

Dated, July 24, 1969.

JAYANTA PODDI, Jt. Secy.

S. 14. 2000 101, 30000 10

(S/., Illegible, D. Elst Thakur, Advocate. (No. U/134/68-LRII.]

S.O. 3172.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Patmohana Colnery owned by Messrs Patmohana and Bharatchak Collieries (Private) Limited, Post Office Sitarampur, District Burdwan and their workmen, which was received by the Central Government on the 21st July, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 28 OF 1969

#### PARTIES .

Employers in relation to the Patmohana Colliery.

ANI

Their workmen.

#### PRESENT:

Shri B. N. Banerjee— Presiding Officer.

#### APPEARANCES:

On behalf of employers \ On behalf of workmen \}

ABSENT

STATE: WEST BENGAL

11110

INDUSTRY: Coal Mines.

#### AWARD

By Order No. 6/102/68-LRII, dated March 15, 1969, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the Patmohana Colliery and their workmen to this tribunal, for adjudication, namely:—

"Whether the management of Patmohana Colliery owned by Messrs Patmohana and Bharatchak Collieries (Private) Limited Post office Sitarampur, District Burdwan was justified in suspending/stopping from work the following workmen from the dates shown against each:—

	1.	Shri	Kishan Harijan	Pick	Miner	29-8-1968
	2.	Shri	Amru Harijan	Pick	Miner	29-8-1968
	3.	Shri	Hiralal Harijan	Pick	Miner	29-8-1968
	4.	Shri	Bikram Harijan	Pick	Miner	29-8-1968
	5.	Shri	Natha Rajbhar	Pick	Miner	29-8-1968
	6.	Shri	Narain Harijan	Pick	Miner	29-8-1968
	7.	Shri	Ranjit Harijan	Pick	Miner	29-8-1968
	8.	Shri	Gunjan Rajbhar	Pick	Miner	30-8-1968
	9.	Shri	Bidyanand Gowala	Pick	Miner	30-8-1968
1	0.	Shri	Haricharan Gowala.	Pick	Miner	30-8~1968

If not, to what relief are these workmen entitled?

2. Both the workmen and the management adopted a strange attitude of non-cooperation with the Tribunal. They did not file their written statement.

They did not appear on the date fixed for settling a date of peremptory hearing. July 18, 1969 was fixed as the date of peremptory hearing in the absence of both the parties but they were informed of the date by registered post. Only yesterday there was an application filed on behalf of the Colliery Mazdoor Sabha representing the workmen to the effect that the dispute stood settled between the employer and the employees but the matter should be adjourned because another Reference concerning this colliery stood the chance of amicable settlement and both should be heard on the same date. The prayer for adjournment of this Reference was rejected.

3. To-day, which was fixed as the date of peremptory hearing, nobody appeared. I have, therefore, reasons to believe that there is no dispute subsisting anymore between the colliery owners and their workmen. I therefore record a 'no dispute' award between the parties.

This is my award.

Dated the July 18th 1969.

(Sd.) B. N. BANERJEE, Presiding Officer.

[No. 6/102/68-LRII.]

S.O. 3173.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2), Dhanbad, in the industrial dispute between the employers in relation to the 6 and 7 Pits Section of Jamadoba Colliery of Messrs Tata Iron and Steel Company Limited and their workmen, which was received by the Central Government on the 23rd July, 1969.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.

#### PRESENT

Shri Nandagiri Venkata Rao, Presiding Officer.

REFERENCE No. 6 of 1967

In the matter of an industrial dispute under Section 10(1) (d) of the Industrial Disputes Act, 1947.

#### PARTIES:

Employers in relation to the 6 and 7 Pits section of Jamadoba Colliery of Messrs Tata Iron & Steel Company Limited.

#### AND

Their workmen.

#### APPEARANCES:

On behalf of the employer.—Shri S. S. Mukherjee, Advocate

On behalf of the workmen.—Shri D. Narsingh, Advocate.

STATE: Bihar.

INDUSTRY: Coal.

#### Dhanbad, 19th July, 1969.

#### AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the 6 and 7 Pits Section of Jamadoba Colliery of Messrs Tata Iron & Steel Company Limited and their workmen, by its order No. 2/44/67-LRII dated 22nd April 1967 referred to this Tribunal under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:—

#### SCHEDULE

- "Whether the dismissal of Shri Hira Singh, Watchman, 6 & 7 Pits Section of Jamadoba Colliery of Messrs Tata Iron and Steel Company Limited, with effect from the 26th November, 1966, was justified? If not, to what relief is he entitled?"
- 2. Employers as well as the workmen filed their statement of demands.
- 3. Shri Hira Singh (hereinafter referred to as the affected workmen) was a watchman in 6 & 7 Pits Sector of Jamadoba colliery of the employers, M/s. Tata Iron & Steel Co. Ltd. On 12th July 1966 the Security Officer of the employers issued

a charge-sheet to the affected workman alleging that on the night intervening 8th and 9th July 1966, while he was on duty as a watchman at the bungalow vacated by Dr. Chatterjee from 2200 hours to 0600 hours he was found sleeping at 0300 hours and thereby committed a misconduct in terms of clause 19(10) of the Certified Standing Orders. After issuing notice the value Officer (P) held a departmental enquiry into the charge-sheet on 20th August 1966 in presence of the affected workman. The enquiry officer recorded the statement of the Security Officer, Shri Z. M. Panty and also the statement of the affected workman. He submitted his report finding the affected workman gullty of the charge. On the recommendation of the Security Officer and Chief Personnel and Welfare Officer, the Chief Mining Engineer issued the letter dated 18th and 21st November 1966 dismissing the affected workman with effect from 26th November 1936. These facts are not in dispute. The case of the workman is that the enquiry was not proper and in accordance with the principles of natural justice, that the affected workman had not slept on duty, that the dismissal of the affected workman was to victimise him for his being a member of Congress Mazdoor Sangh and that the dismissal was not justified. The employers filed their written statement stating that the enquiry was proper and that the action taken by them against the affected workman was Justified, also on his previous record. The workmen were represented by Shri D. Narsingh, Advocate and the employers by Shri S. S. Mukherjee, Advocate. On admission by the employers Exts. W.1 to W.3 for the workmen and on admission by the workmen Exts. M.1 to M.8 for the employers were marked. On behalf of the wo kmen the affected workman was examined as WW.1. The employers examined a witness and marked Exts.

4. Receipt of the charge-sheet, Ext.M1 by the affected workman is admitted by the workmen. The charge-sheet, Ext.M1 alleged that the affected workman was found sleeping on duty at 0300 hours on the night intervening 8th and 9th July, 1966. Sleeping on duty is a misconduct in terms of clouse 19(10) of the certified Standing Orders. Ext.M4. It is also admitted that the affected workman appeared before the enquiry officer on 16th August 1966. The enquiry was adjourned to 18th August 1966 and again to 20th August 1966. The affected workman appeared before the enquiry officer on 18th August 1966 as well as on 20th August 1966. The enquiry proceeding. Ext.M10 is also signed by the affected workman. On 20th August 1966 the enquiry officer recorded the statement of Shri Z. M. Panty the Security Officer in presence of the affected workman. The enquiry officer also recorded the statement of the affected workman on the same day. The statements are Ext. M.9. Admittedly, the statements are signed by the affected workman. In his deposition as WW.1, the affected workman has come forth with a new case that he had signed the statement of Shri Z. M. Panty and his own statement without knowing the contention and the statements were not read over and explained to him in Hindi and that he was not asked to cross-examine Shri Z. M. Panty. This is a new plea taken in the deposition for the first time and it was not taken either in the written statement or in the application to the Conciliation Officer, MM.1 the enquiry officer has deposed categorically that he had read over the statements and explained them to the affected workman in Hindi and thereafter the affected workman had affixed his signatures to the statement, and that the affected workman had declined to cross-examine Shri Z. M. Panty. From the demeanour of the affected workman, WW.1 in Court and the nature of his evidence I cannot believe that he had affixed his signatures to the statements without understanding the contents. Hence, I am not inclined to accept the plea of the workman. From the evidence of Shri Z. M. Panty the enoughy officer was satisfied that the affected workman was found sleeping on duty. I cannot say that this finding is perverse, having gone through the cyclence, Ext.M9. It is argued at length that the affected workman had submitted his explanation to the charge-sheet and that that explanation was not produced before the enquiry officer. In view of the stand taken by the affected workman before the enquiry officer as well as before this Tribunal denying the charge. I do not attach any importance to the explanation. The affected workman, WW.1 himself has stated that the allegation in the charge-sheet Ext. M1 was false and that he had stated the same thing in his explanation MW1 has also proved the extract of the service record of the affected workman, Ext.M15 which shows that the affected workman was suspended for 10 days from 5th June 1966 for the same offence, sleeping on duty. When confronted with it, the affected workman, WW.1 says that he does not remember if he was suspended for 10 days in 1966 for having been found sleeping during his duty. This statement itself lends strength to the assumption that his suspension was true. It is not comprehensible that the affected work-man should not remember if he was suspended or not only a short time before his dismissal. In view of this fact I do not consider that the punishment of dismissal awarded to the affected workman was excessive. Under Clause 19 of the Certified Standing Orders, Ext.M4 it is within the competence of the employers to dismiss an employee when the employee is found guilty of the misconduct. For these reasons, I find that the dismissal of the affected workman was justified.

5. I therefore, find that the dismissal of the affected workman, Shri Hira Singh, watchman, 6 and 7 Pits Section of Jamadoba Colliery of Messrs Tata Iron and Steel Company Limited with effect from the 26th November, 1966 was justified and, consequently he is not entitled to any relief. The award is made accordingly and submitted under Section 15 of the Industrial Disputes Act. 1947.

(Sd.) N. VENKATA RAO,
Presiding Officer,
Central Govt. Industrial Tribunal (No. 2) Dhanbad.
[No. 2/44/67-LRII.1

S.O. 3174—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Katras Choitudih Colliery of Messrs Bird and Company Limited, Post Office Katrasgarh (Dhanbad) and their workmen, which was received by the Central Government on the 22nd July, 1969.

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

#### REFERENCE No. 67 of 1968

#### PARTIES

Employers in relation to the Katras Choitudih Colliery of Messrs Bird & Company Ltd., PO. Katrasgarh, Dist. Dhanbad

#### AND

#### Their Workman

PRESINT .

Shri Kamla Sahai, Presiding Officer.

#### APPEARANCES:

STATE: Bihar

For the Employers—S/Shri D. Narsingh, Advocate, P. R. Khandelkar. Asstt. Group Personnel Officer and S. K. Singh, Labour Officer.

For the Workman-Shri Rajpat Singh.

Dhanbad, dated the 18th July, 1969

#### AWARD

By order No. 2/78/68-LRII dated the 20th August, 1968 the Central Government, in the Ministry of Labour, Employment and Rehabilitation has made this reference to this Tribunal for adjudication of a dispute between the Katras Choitudih Colliery and its workman Shri Rajpat Singh. The schedule given in the reference is as below:—

#### SCHEDULE

"Whether the management of Katras Choitudih Colliery of Messrs Bird and Company Limited Post Office Katrasgarh (Dhanbad) was justified in dismissing Shri Rajpat Singh, Clerk Grade III with effect from the 12th March, 1968? If not, to what relief is the workman entitled?"

The parties have entered into a compromise according to which the workman has been reinstated in his old service with effect from the 2nd April, 1969, with continuity of service and he has, in his term agreed to have the entire period from the date of his dismissal upto the date of his reinstatement being treated as leave without pay so far as the question of payment of wages are concerned. I have accepted this compromise and have this day passed an order accordingly. I have also said that the compromise will form part of the award. Let a copy of this award be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

Sd./- Kamla Sahai. Presiding Officer-

INDUSTRY: Coal.

#### BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

REF. No. 67 OF 1968

#### PARTIES:

Employers in relation to Katras Choitodih Colliery

#### AND

Their workmen represented by the Colliery Mazdoor Sangh, Dhanbad.

#### Memorandum of Settlement

The parties aforesaid respectfully beg to submit as under:-

- After negotiation between themselves the parties have amicably settled the dispute involved in the present Reference in terms hereinafter stated.
- 2. Without prejudice to their contentions in the matter, the employers have reinstated Shri Rajpat Singh, the affected workman, in the service of the colliery from the 2nd April 1969 with continuity of his service.
- 3. The workman shall not be entitled to his back wages or any other emoluments for the period intervening between the date of his dismissal and the date of his reinstatement as aforesaid.
- 4. The said intervening period will be treated as leave without wages.
- 5. The workman concerned or the Union has no other claim against the Company.
- 6. The parties shall bear their own costs of these proceedings.
- 7. The parties pray that the Tribunal may be pleased to accept this settlement and give its award in terms thereof.

Dated Dhanbad the 18th July 1969.

For Workmen.

For Colliery Mazdoor Sangh (Sd.) Illegible, Vice President. RAJPAT SINCH, Workman Concerned. For the Employers. (Sd.) Illegible,

(Sd.) D. Narsingh, Advocate.

[No. 2/78/68-LRII.]

#### ORDERS

#### New Delhi, the 29th July 1969

**S.O.** 3175.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Wadegaon Manganese Mine of Messrs Patel and Patel Company, Nagpur and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, (No. 2) Bombay, constituted under section 7A of the said Act.

#### SCHEDULE

"Whether the termination of services of Shri Ramchandra Nathuji Sirbhau, Foreman from the 1st February, 1969 without any notice under Section 25F of the Industrial Disputes Act, 1947 is legal? If not, to what relief he is entitled?"

[No. 35/8/69-LR-IV-]

#### New Delhi, the 4th August 1969

S.O. 3176.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Ghugus Colliery, Post Office Manikpur, District Chandrapur and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-sectin (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri G. V. Dev, as Presiding Officer with headquarters at Nagpur, and refers the said dispute for adjudication to the said Industrial Tribunal.

#### SCHEDULE

Whether the action of the management of Ghugus Colliery of Messrs Ballarpur Colliery Company, Nagpur, in terminating the lien on the appointment of Shri Durgam Malleshu, Loader, with effect from the 3rd April, 1969 is justified? If not, to what relief is the workman entitled?

[No. 3/4/69-LRII.]

S.O. 3177.—Whereas an industrial dispute exists between the employers in relation to the management of Rewa Coalfields Limited, Burhar and Amlai Colheries, Post Office Dhanpuri, District Shahdol (Madhya Pradesh) and their workmen represented by the Burhar Colliery Mazdoor Sabha, Post Office Dhanpuri, District Shahdol (Madhya Pradesh);

And whereas the said employers and their workmen have by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), referred the said dispute to arbitration by the person specified therein, and a copy of the said arbitration agreement has been forwarded to the Central Government:

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 22nd July. 1969.

#### Agreement

#### "FORM C"

#### (See Rule 7)

(Under Section 10-A of the Industrial Disputes Act, 1947)

#### BETWEEN

Names of the parties.—M/s. Rewa Coalfields Limited, Burhar and Amlat Collieries Post Office Dhanpuri, District Shahdol (Madhya Pradesh).

#### AND

Their workmen represented by Burhar Colliery Mazdoor Sabha, Post Office Dhanpuri, District Shahdol (Madhya Pradesh).

Representing Employer.—Shri J. C. Malhotra, Agent, Rewa Coalfields Ltd.

Representing Workmen.—Shri Jagdish Singh, Secretary, Burhar Colliery Mazdoor Sabha, Dhanpuri.

It is hereby agreed between the parties to refer the following dispute to the arbitration of Shri V. P. Pratap, Assistant Labour Commissioner (C), Jabalpur under section 10-A of the Industrial Disputes Act, 1947.

#### SPECIFIC MATTER IN DISPUTE

- (i) Whether the action of the Agent, Rewa Coalfields Ltd. (Burhar and Amlai Collieries), P.O. Dhanpuri, Distt. Shahdol (M.P.) in dismissing. Shri Amoli, Boiler Attendant with effect from 1st February, 1967 is justified? If not, to what relief is he entitled?"
- (ii) Details of the parties to the dispute including the name and address of the establishment or undertaking involved:
  - M/s. Rewa Coalfields Ltd., P. O. Dhanpuri, Distt. Shahdol (M.P.)

#### AND

Burhar Colliery Mazdoor Sabha, P. O. Dhanpuri, Distt. Shahdol (M.P.)

(iii) Name of the workmen in case he himself is involved in the dispute or the name of the Union, if any, representing the workman or workmen in question;

Burhar Coliery Mazdoor Sabha, P. O. Dhanpuri, Distt. Shahdol (M.P)

(iv) Total number of workmen employed in the undertaking: 4,200 (approx.)

(v) Estimated number of workmen affected or likely to be affected by the dispute: One.

We further agree that the decision of the arbitrator shall be binding on us.

The arbitrator shall make his award within a period of three months or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the Parties: Representing Employer:

(J. C. MALHOTRA)
Agent,
Rewa Coalfields Ltd.,
P.O. Dhanpuri, Distt. Shahdol
(M.P.)

Witnesses:--

- (1) (Sd.) Illegible.
- (2) (Sd.) Illegible.

Place: Dhanpuri. Date: 24th May, 1969. Representing Workmen:

(JAGDISH SINGH)
Secretary,
Burhar Colliery Mazdoor Sabha,
P. O. Dhanpuri, Distt. Shahdol
(M. P.)

[No. 8/39/69-LRII.]

S.O. 3178.—Whereas an industrial dispute exists between the employers in relation to the management of Jamuna Colliery of National Coal Development Corporation Limited, Post Office Kotma, District Shahdol, Madhya Pradesh and their workmen represented by the Madhya Pradesh Koyala Mazdoor Panchayat, Post Office Kurasia Colliery, District Surguja, Madhya Pradesh;

And whereas the said employers and the workmen have, by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947). agreed to refer the said dispute to arbitration by the person specified therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 7th July, 1969.

#### FORM C

#### Agreement

(Under Section 10A of the Industrial Disputes Act. 1947)

#### BETWEEN

#### NAMES OF PARTIES:

Representing employers—Deputy Supdt. of Collieries & Agent, Jamuna Colliery, National Coal Development Corporation Limited. P.O. Kotma, Dist. Sahdol, M.P.

Representing Workman—Vice President, Madhya Pradesh Koyla Mazdoor Panchayat, P.O. Kurasia Colliery, Dist. Surguja, M.P.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of S/Sri K. Rai, Chief Mining Engineer, National Coal

Development Corporation Limited, Darbhanga House, Ranchi and Sri I. B. Sanyal, Chief Personnel Officer, National Coal Development Corporation Limited, Darbhanga House, Ranchi:

- (i) Specific matters in dispute--
  - (a) Whether the transfer of Sri K. P. Singh, Shot-firer (gassy mine) was effected by the Management from Jamuna Colliery to Talcher (Orissa field) with a view to weakening the Madhya Pradesh Koyla Mazdoor Panchayat at Jamuna Colliery.
  - (b) Whether Sri K. P. Singh's refusal to comply with the transfer orders was justified and whether Sri K. P. Singh is entitled to any relief for the period that he has remained unemployed as a result of his refusal to comply with the transfer order.
  - (c) What other consequential arrangements should be made on the basis of the determination of the first two issues.
- (ii) Details of the parties to the dispute, including the name and address of the establishment or undertaking involved—
  - (a) Employer—Jamuna Colliery, National Coal Development Corporation Limited, P.O. Kotma, Dist. Sahdol, M.P.
  - (b) For workman—Madhya Pradesh Koyla Mazdoor Panchayat, P.O. Kurasia Colliery, Dist. Surguja, M.P.
- (iii) Name of the Union, if any representing the workmen in question— Madhya Pradesh Koyla Mazdoor Panchayat.
- (iv) Total number of workmen employed in the undertaking affected—800 approx.
- (v) Estimated number of workmen affected or likely to be affected by the dispute—1.

We further agree that in case the Arbitrators are equally devided in their opinion, they shall appoint another person as Umpire, whose award shall be binding on us.

The Arbitrators shall make their award within a period of 3 months, or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Dated, at Baikunthpur, this 28th day of May 1969.

(G. P. MALIK)

Deputy Supdt. of Colleries & Agent,
Jamuna Colliery, N.C.D.C. Ltd.,
P.O. Kotma, Dist. Sahdol, M.P.
(Representing Employer)

#### Witnesses:

1. (R. S. MURTHY)

Sr. G.P.O. (M.P.)

N C.D.C. Ltd. Baikunthpur.

2. (R. L. DHAR)

Addl. L.W.O. Kurasia Colliery.

(HARDEO SINGH), Vice President,

Madhya Pradesh Koyla Mazdoor Panchayat P.O. Kurasia Colliery, Dist. Surguja, M.P. (Representing workman).

[No. 8/54/69-LR11.]

P. C. MISRA, Under Secy.

#### (Department of Labour and Employment)

New Delhi, the 26th July 1969

S.O. 3179.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to Messrs Apolo Marine Syndicate, Calcutta and their workmen, which was received by the Central Government on the 18th July, 1969.

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 33 OF 1969

#### PARTIES.

Employers in relation to Messrs Apolo Marine Syndicate, Calcutta,

AND

Their workmen.

#### PRESENT:

Shri B. N. Banerjee, Presiding Officer.

#### APPEARANCES:

On behalf of Employers-Shri C. L. Ganguly, Labour Adviser.

On behalf of Workmen—Janab W. A. Azad, Joint Secretary of Calcutta Dock Workers' Union.

STATE: West Bengal

#### AWARD

INDUSTRY: Port & Dock

By Ordre No. 28(7)/69-LWI-III, dated April 7, 1969, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following dispute between the employers in relation to Messrs Apolo Marine Syndicate, Calcutta and their workmen, to this Tribunal, for adjudication, namely:

"Whether the demand for payment of bonus for the cleaning gang workers working under Messrs Apolo Marine Syndicate, Calcutta for the financial years 1964-65, 1965-66, 1966-67 and 1967-68 is justified and if so, at what rate and from what date?"

2. The workmen, represented by Calcutta Dock Workers' Union, filed a written statement. That written statement is some-what prolix and irrelevant. It starts with the history of rise in wages for Port and Dock Workers under the recommendations of the Central Wage Board, as accepted by the Government and as later on explained by different award of this Tribunal. In paragraph 11 of the written statement it is stated:

"That in the light of the said Award the daily rate of a casual worker of this port became Rs. 4.93. But Apolo Marine Syndicate is paying Rs. 3.50 to their cleaning gang workers. A cleaning gang worker under Apolo Marine Syndicate is paid only Rs. 3.50 or Rs. 4.00 per head per day instead of Rs. 4.93 per head per shift."

Having thus exhausted the history of rise in the wages, the written statement proceeds to relate the dispute over bonus. In paragraph 12 of the written statement it is stated:

"That in the month of October 1968, the union raised the demand of bonus on behalf of all categories of casual hands with the Calcutta Master Stevedors Association and it was agreed by the member companies of the Association that the issue be referred to Tribunal for adjudication and without prejudice it was further agreed that a sum of Rs. 100/-(Rupees One hundred only), will be paid as advance against bonus to the Riggers, Cleaning gang workers, Marksmen, Carpenters and Gear handling workers."

Proceeding further, the written statement states, in paragraph 17, that Apolo Marine Syndicate did not give sympathetic consideration to the demand for bonus but

started terrorising and harassing the cleaning workers in various ways. Lastly, paragraph 22 of the written statement, it is said:

"That in accordance with the provision of payment of bonus Act, 1965 the cleaning gang workers of M/s. Apolo Marine Syndicate are fully entitled to get bonus at the rate of 20 per cent for the year 1964-65, 1965-66, 1966-67 and 1967-68."

I need not summarise the remaining paragraphs of the written statement, which deal with principles of social justice from various text books and different judgments delivered by the Supreme Court.

- 3. On behalf of Apolo Marine Syndicate, there was a short written statement filed. In paragraph 1(i) of the said written statement, the jurisdiction of this tribunal was challenged on the ground:
  - "Central Government Tribunal cannot have any jurisdiction in respect of payment of Bonus to cleaning gang workers within the meaning of Dock Workers (Regulation of Employment) Act, 1948."

in paragraph 1(ii) and (iii) of the said written statement a point, described as preliminary point, was taken in most general term to the following effect:

- "(ii) That the Order of Reference is bad in law and not maintainable as there is no industrial dispute between the Firm and its workmen who are not the cleaning gang workers at any material point of time.
- (iii) That there being no relationship of master and servant and/or employer and employees between the Firm and the cleaning gang workers, there cannot be any industrial dispute as raised by the Cleaning gang workers against the Firm and as such the Order of Reference is bad in law."

On merits it was stated:

- "3A. The Firm has a contractor, namely, Sri Nurul Haque with whom the Firm has contract that the cleaning gang work would be executed by him through his own employees and the Firm has no control nor supervision over the said employees of Shri Nurul Haque nor the Firm makes any payment of wages and/or any amount whatsoever, to the employees of Shri Nurul Haque; in fact, the Firm does not know as to how many persons are engaged by Shri Nurul Haque and/or the names of such persons for the execution of the cleaning gang work."
- 4 Mr C. L. Ganguly, Legal Adviser for Apolo Marine Syndiate, did not confine himself to the preliminary objections in the forms taken in the written statement. He reframed the preliminary objections in the following manner:
- (i) The cleaning gang workmen were not Dock workers and therefore, the Central Giveniment was not the appropriate authority to refer the industrial dispute between them and Apolo Marine Syndicate to the Central Government Industrial Tribunal.
- (ii) The claim was made by the workmen under the Payment of Bonus Act, 1965. Nothing he submitted, in the Payment of Bonus Act is to apply to employees registered or listed under any scheme under the Dock Workers (Regulation of Employment) Act, 1948 and employeed by registered or listed employees, in as much as Apolo Marine Syndicate is itself a registered and a listed employer, the claim under the Payment of Bonus Act must fail.

I do not think that there is any substance in any of the preliminary objections raised by Mr. Ganguly. Under Sec. 2(a) of the Industrial Disputes Act, the "appropriate Covernment" in relation to an industrial dispute concerning a "major port", is the Central Government. That Calcutta is a major port admits of no doubt. The question that remains for my consideration is whether the dispute concerns a major nort. It was not disputed before me, and it can not be disputed, that a dock is an integral part of a port. Ships berth in Docks for loading, unloading, repairs, repairtings, cleaning and for trimming up for the next voyage. Gopal Chandra Mallick, one of the partners of Apolo Marine Syndicate, who deposed on behalf of the employer, described the duties of cleaning gang workmen in the following language:

"Cleaning gang is engaged in sweeping or cleaning work of hatches, decks, bridges, gangways, etc. on board the ships. "Cargoes are loaded in hatches. Unless these places are regularly cleaned, they become infested with rats. Unless those places are cleaned the Health department may not grant de-rating certificate to the ship. The presence of rats may affect proper storage of cargoes."

Now, under Section 2(b) of Dock Workers (Regulation of Employment) Act, 1948, a dock worker is defined as:

"Dock worker means a person employed or to be employed in or in the vicinity of any port or wharf in connection with loading, unloading, movement or storage of cargoes or work in connection with preparation of other vessels for receipt or discharge of cargoes or leaving the port."

Now, work done by cleaning gang workmen in hatches is essentially work for efficient storage of cargo, in hatches freed the menace of rodents. That makes them dock workers. If they are dock workers, their work concerns a port, in this instance a major port. As such the present industrial dispute concerns a major port. That makes the Central Government the appropriate authority to refer the dispute to the Central Government Industrial Tribunal.

- 5. Turning now to the second branch of the preliminary objection, there is no dispute that Apolo Marine Syndicate is a listed employer of unregistered dock workers. This appears from the evidence of Gopal Chandra Mallick and also from the Exts. 3 and 3 (a). This was also not disputed before me. In order to be exempted from the provisions of the Benus Act, Scotion 33(iii) requires that the employees must be registered or listed under any scheme of the Dock Workers (Regulation of Employment) Act, 1948 and must be employees of registered or listed employers. Here, the only evidence available is that un-registered employees are employed by listed employers. That alone will not exempt them from the provisions of the Payment of Bonus Act. I, therefore, over-rule of second preliminary objection also.
- 6. I turn now to the contention on the merits. On behalf of Apolo Marine Syndicate, Mr. Ganguly urged that cleaning gang workmen were all employed by Nurul Haque, a Sub-contractor under Apolo Marine Syndicate. Therefore, there was no relationship of employer and employee between the workmen and the Apolo Marine Syndicate. The picture that is painted by the evidence of Gopal Chandra Mallick is like this. Apolo Marine Syndicate are not cleaning contractors. They, however, do such contracts. through sub-contractors, when opportunity presents itself. Gopal Chandra Mallick stated in his evidence:

"We do not employ any workman for cleaning work. Cleaning work is done by us through the agency of sub-contractor. Nurul Haque is our present sub-contractor. He became our sub-contractor in 1967.

#### To Tribunal

There is no written sub-contract with Nurul Haque.

#### Exam, in chief contd.

We are given cleaning contract, by captains of ships, at times by agents of ships. The contracts for cleaning offered by Captains are all oral."

Describing how Nurul Haque became a sub-contractor, this witness described that prior to Nurul Haque, one Md. Elias was the sub-contractor under Apolo Marine Syndicate. Elias left. Then Nurul Haque came forward with an application asking for employment in the place of Elias. This application is marked Ext. 6. The genuineness of this application is not admitted. Nurul Haque, who gave evidence on behalf of workmen, was confronted with this application. He stated:

"It is untrue that I ever applied for appointment as a contractor for supply of cleaning gang to Apolo Marine Syndicate, (Shown an application dated 22nd March, 1967, marked X for identification). The thumb impression on the application may be that of myself.

#### To tribunal

There were some writings on the paper when I put my thumb impression. What was written on the paper was not explained to me. I was mere'y asked to put my signature on a partly written up paper and I did so.

#### Cross exam. contd.

I dispute your suggestion that I brought the paper, marked X. written from outside and handed over the same to Gopal Babu. My eyesight is not good. I can not disprove your suggestion whether the paper was written up, as it now stands, when I put my thumb impression

on it. I admit that I put similar thumb impressions on numerous papers."

I am not inclined to place any reliance on this half-hearted denial by Nurul Haque. He may be an illiterate person but he is not a man ignorant of the ways of the world. If he is a labour contractor, as alleged by Apolo Marine Syndicate, or a labour Supervisor, as admitted by him, he has sufficient knowledge of man and things and was not likely to act like a 'Pardanishin woman'. I am disinclined to believe that he put thumb impression on a written up paper without knowing what it contained. I, therefore, believe in the version of Gopal Chandra Mallick that Nurul Haque applied for being appointed cleaning gang supplier to Apolo Marine Syndicate. Gopal Chandra Mallick, witness for Apolo Marine Syndicate, further stated that Nurul Haque used to be given jobwise contract and he used to be paid bill-wise. Several payments made to Nurul Haque, evidenced by Ext. 2 series, bear out this statement. Mr. Mallick further stated:

"I do not pay directly to the cleaning gang of Nurul Haque. I do not know whether Nurul Haque pays his workmen after having received money from myself. Such payment is not also made from our office. Nobody on behalf of Apolo Marine Syndicate office goes to look after the job work entrusted to Nurul Haque."

This by itself is good enough evidence to show that Nurul Haque is a labour contractor. I need now see whether Nurul Haque corroborates this version. In his examination in chief, Nurul Haque said that he was a Sirdar amongst cleaning gang getting Rs. 3.25 as wages, while the workmen got Rs. 3/- per shift as wages. In his cross-examination, however, he crumbled to pieces. He said:

- "(i) When any work for cleaning on board ships need be done on behalf of Apolo Marine Syndicate. I have the work done through nvy men.
- (ii) Workers who work as cleaning gang workers reside in Bustecs. I recruit them according to requirements of Apolo Marine Syndicate and get them on board after securing daily permits for them.
- (iii) The members of the cleaning gang get Rs. 3/- from me per diem.
- (iv) In the cleaning gang there are 13 persons employed under me for work of Apolo Marine Syndicate.
- (v) I sometimes make a profit of Rs. 20 to Rs. 50, sometimes I do not get any profit at all. I have been doing this type of work for Apolo Marine Syndicate since after Md. Elias left that is to say from the year 1967". (Haliciseat for emphasis).

He admitted Ext. 2 series in the following language:

"These are the papers on which I put my thumb impression when I went to receive money on behalf of cleaning gang under my supervision."

The other witness examined on behalf of the workmen was one Sk. Kaloo, a member of the cleaning gang. In his examination in chief he claimed to work under Apolo Marine Syndicate but in his cross-examination he admitted:

"Nurul Haque brings the money and we received the wages from his hands. Nurul Haque himself keeps an account and he does not take our thumb impressions ..... against payment ..... I do not receive payment from the company."

7. This evidence is very strong evidence to support the theory that Nurul Haque is the labour sub-contractor under Apolo Marine Syndicate. Mr. Azad, appearing for the workmen, however, strongly relied upon two dock permits, one issued in favour of Nurul Haque (Ext. F) and the other issued in favour of Sk. Kaloo (Ext. H). Ext. F is a temporary permit. Ext. H, however, is a permit for two years' duration and the name of the firm is described as Apolo Marine Syndicate. In Ext. H, Sk. Kaloo is described as a hatch cleaner (casual) and the name of his employer is described as Apolo Marine Syndicate. Mr. Azad contended that whatever may be the state of oral evidence on the point, the dock permits, caused to be issued at the instance of the Apolo Marine Syndicate, should clinch the dispute and should establish who the real employer was. The evidence of Ext. F & H was sought to be neutralised by the following explanation to be found in the evidence of Nurul Haque himself. "I requested Apolo Marine Syndicate to cause dock permits issued in favour of the cleaning gang."

- \*8. Mr. Ganguly sought to clarify the position with the contention that dock permits are only to be issued at the instance of listed or registered contractors. Since Nurul Haque is not a registered and listed contractor, dock permits cannot be issued at his instance. Therefore, when Nurul Haque was entrusted with the work of cleaning, he had to request Apolo Marine Syndicate to precure dock permits for workmen to be recruited by him. That Apolo Marine Syndicate did. Since the issue of dock permits was made at the instance of Apolo Marine Syndicate, their name was recorded as employers. Such recording was a more show piece. I am inclined to rely on the clarification.
- 9. With this state of evidence I have to hold that relationship of employer and employed between the cleaning gang workers and Apolo Marine Syndicate has not been established. If that has not been established, there is no justification in the claim for bonus because bonus under the Payment of Bonus Act is payable by the employer to the employee and to none else.
- 10. Although it is not necessary for me to go further, I need observe that there is a further infirmity behind the claim for the years 1964-65, 1965-66, 1966-67. Nurul Haque, according to the evidence, became sub-contractor only in 1967. There is no evidence that persons who are serving under Nurul Haque as cleaning gang workers were also serving under Md. Elias, who was the predecessor of Nurul Haque. Only Sk. Kaloo says that he was working under Apolo Marine Syndicate for the last 5 or 6 years. What about others I do not know. I, therefore, cannot uphold the claim for bonus for the years 1964-65, 1965-66, 1966-67. The reason why I cannot uphold claim for the year 1967-68 also has already hereinbefore been stated by me.
- 11. I need add that I am not also sure how many workmen who are entitled to bonus. Whether there are 13 or 21 workmen remains unascertained, because neither the Muster-roll nor any other record has been produced.
- I do not also know for how many days in each year, the workman worked and what wages they earned.
- 12. Before I part with this award, I need make one observation. The claim fails principally on the ground that the relationship of employer and employee was not established. It is however, strange that although the claim was for bonus, the employers did not file their accounts or their statement of allocable surplus in order to enable me to calculate bonus. The employees also did not call for such accounts or statements. On the first day of hearing I was compelled to make the following order:
  - "The order of reference has two parts, (i) whether the demand for payment of bonus for cleaning gang workers working under Messrs Apolo Marine Syndicate, Calcutta, for the financial years 1964-65, 1965-66; 1966-67 and 1967-68 is justified; (ii) and if so, at what rate and from what date?
  - The employers in relation to Apolo Marine Syndicate have not produced any materials, namely, Books of account, etc. for calculation of bonus. I therefore call upon Apolo Marine Syndicate to produce before this Tribunal the Books of Account for the aforesaid years 1964-65, 1965-66, 1966-67 and 1967-68 to-morrow at the sitting of the Tribunal. Summons to produce are not being sent because the order is being made in the presence of Mr. C. L. Ganguly who appears for Apolo Marine-Syndicate."

Thereupon, to-day (July 4, 1969) certain books, being Exts. No. 14 to 21, certain receipts (Ext. 22) and certain statements (Exts. 23 and 24), were filed on behalf of employers. Gopal Chandra Mallick, partner of the Apolo Marine Syndicate was recalled by the Tribunal and stated in his evidence:

"Apolo Marine Syndicate does not maintain Cash Book, Ledger or journal in the business. Our accounting year begins from 1st April every year."

It is strange that the employers do not even maintain a Cash Book Exts. 14 to19 are exercise books, such as school or college students use. Some of them are
fully written up, some are partly written up, which contain some rough jottings of
expenditure statement. Ext. 20 is a bundle of loose sheets taken out from an exercise book, said to contain expenditure statement from February 2. 1965 to February
27, 1967. The books do not appear to have regularly kept. Whether they havebeen truly kept cannot be ascertained. From the books gross profit can never be

worked out. In answer to a question put by the Tribunal, Gopal Chandra Mallick gave the following answer:

"What profits Apolo Marine Syndicate made is only known to our Income Tax Lawyer."

The occasion does not arise for me to calculate the allocable surplus. If that occasion had arisen, I could not have proceeded on the account papers, if they are account papers at all, filed on behalf of Apolo Marine Syndicate. They have not been regularly kept. What is more, they have been clumsily kept. What is most undesirable, they have been thoughtlessly kept which makes it impossible for any tribunal to find out the profits made by the concern in a partialar year. If the occasion had arisen for me to calculate the allocable surplus, I could not have relied on any one of the books filed before this Tribunal. Since that occasion does not arise for me, I leave the books with the observations as hereinbefore made.

13 In the result, I hold that the demand for payment of bonus for cleaning workers for the financial years 1964-65. 1965-66, 1966-67 and 1967-68 is not justified. As such, they are not entitled to any relief.

This is my award.

Dated, the July 11, 1969.

Sd./- B. N. BANERJEE,
Presiding Officer.
[No. 28/7/69-LWI-III.]

**S.O.** 3180.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to the Malabar Group of Shipping Companies and their workmen, which was received by the Central Government on the 7th July, 1969.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL BOMBAY.

REFERENCE No. CGIT-25 of 1966

PARTIES:

Employers in relation to the Malabar Group of Shipping Companies.

AND

their workmen.

PRESENT

Shri A. T. Zambre, Presiding Officer,

APPEARANCES:

For the employers:—Shri K. V. R. Shenoi, Advocate. For the workmen;—Shri T. C. N. Menon, Advocate.

STATE: Kerala.

INDUSTRY: Ports and Docks.

Bombay dated 18th June 1969

#### AWARD PART II

The Government of India in the Ministry of Labour and Employment by their order No. 28(86)/65-LRIV dated 14th April; 1966 have referred to this Tribunal for adjudication an industrial dispute existing between the employers in relation to the Malabar Group of Shipping Companies and their workmen in respect of certain matters. Out of these matters the first six Items related to the conditions of service such as revision of existing pay scales, demand of linking dearness allowance with cost of living index etc. The parties had amicably settled the five Items of dispute and I have passed an award Part I in respect of the same on 28th December 1968 which has been published in the Gazette of India part II section 3(ii) dated 8th February 1969 at pages 539 to 545. The sixth item of dispute related to the action of the management in dismissing Shri N. Gangadharan; driver in the employ of the management. The union had by its statement of claim challenged the justification of the dismissal on various grounds such as violation of principles of natural justice, victimisation, perversity etc. and had led oral evidence. The union had examined the driver and had produced certain documents. The management examined the enquiry

officer Shri Kalyanji and further wanted to examine Shri O. C. Thomas, Managing Partner of Choice Canning Company; Cochin 2 and the case was fixed for further hearing on 11th June 1969. However, the parties after leading so much evidence amicably settled this item of dispute also and have prayed for an award in terms of the settlement.

2. The dismissed driver Shri N. Gangadharan was in the service of the employer for 10 years and was dismissed on 16th December; 1962. He was charged for the misconduct of not keeping car K.L.R. 3191 properly maintained and theft of some tools. The management had also held an enquiry and after the findings he was dismissed. Under the terms of the settlement the management has agreed to pay Shri Gangadharan an amount of Rs. 1500 in full and final settlement of all his claims relating to the termination of his employment including the amount due towards provident fund and the dismissed workman Shri Gangadharan has also accepted the amount. It has been further agreed that certain sums which had already been paid to the driver prior to his dismissal as advance towards wages will not be recovered and will be treated as additional amounts due and paid under the settlement. The payment is an ex-gratia basis and is not to be treated as a precedent. The driver was actually working till the 13th of October 1962. He had kept the car in the garage that evening and when the car was taken to the repairers the next day it was found to have been damaged. In the enquiry the management had led the evidence of the repairer and after the findings the driver was dismissed. Though the workman was present during the enquiry he had not cross-examined the witnesses. He had also not led any evidence and considering the circumstances I think the terms of settlement are reasonable and I think it proper to accept the settlement and pass an award in terms of the same. The terms of settlement exhibit—I shall form part of this award.

No order as to costs.

(Sd.) A. T. Zambre,
Presiding Officer.
Central Government Industrial Tribunal;
Bombay.

#### Exhibit 1

# BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY REFERENCE No. CGIT-25 of 1966

PARTIES.

The Employers in relation to the Malabar Steamship Company Limited and others.

AND

Their Workmen.

Joint Memorandum of Settlement Filed by the Parties

- 1. All the issues except Issue No. 6 relating to the dismissal of Driver Sri N. Gangadharan; have already been settled by the parties and the relative settlements have also been filed before this Hon'ble Tribunal.
- 2. Issue No. 6.—This relates to the dismissal of Sri N. Gangadharan; Driver. The Management will pay and Sri Gangadharan will accept Rs. 1,500 (Rupees One thousand five hundred) only in full and final settlement of all his claims relating to the termination of his employment, including amounts due towards provident fund. Certain amounts already paid prior to his dismissal, as advance towards wages, will not be recovered by the Management, but will he treated as additional amounts due and paid under this Settlement.
- 3. This payment is on an ex-gratia basis and will not be treated as a precedent for any purpose.

Dated this the 19th day of April, 1969.

For the Cochin Commercial Employees Association.

(Sd.) T. C. N. MENON,

Advocate for the Union.

Sd/- Jt. Secy.

For the Malabar Steamship Group of Cos.

(Sd.) K. V. R. Shenoi,

Advocate for the Management.

Sd/- Manager.
[No. 28/86/65-LR-IV.7.

#### New Delhi, the 29th July 1969

- S.O. 3181.—In exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby makes the following further amendment in the Visakhapatham Dock Workers (Regulation of Employment) Scheme, 1959, the same having been previously published as required by the said sub-section, namely:—
- 1. This Scheme may be called the Visakhapatnam Dock Workers (Regulation of Employment) Third Amendment Scheme, 1969.
- 2. In clause 31 of the Visakhapatnam Dock Workers (Regulation of Employment) Scheme, 1959, in the first proviso, for the words "fifty naye Paise"; the words "seventy-five paise" shall be substituted.

[No. 56(3)/69-Fac. II.]

#### New Delhi, the 31st July 1969

- S.O. 3182.—In exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act. 1948 (9 of 1940), the Central Government hereby makes the following amendment in the Kandla Unregistered Dock Workers (Regulation of Employment) Scheme, 1968, the same having been previously published as required by the said sub-section, namely:—
- 1. This Scheme may be called the Kandla Unregistered Dock Workers (Regulation of Employment) First Amendment Scheme, 1969.
- 2. In the Kandla Unregistered Dock Workers (Regulation of Employment) Scheme, 1968—
  - (1) in clause 17.—
    - (a) in item (i) of sub-clause (1), for the expression "Department of Food in the Ministry of Food, Agriculture, Community Development and Cooperation of the Government of India" "Department of Food" and "aforesaid Department", the expression "Food Corporation of India" shall be substituted:
    - (b) in items (viii) and (vii) of sub-clause (1), sub-clause (2) and sub-clause (4), for the expression "Department of Food" the expression "Food" Corporation of India" shall be substituted;
- (2) in Schedule I, for the expression "Ministry of Food, Agriculture, Community Development and Co-operation of the Government of India", the expression "Food Corporation of India", shall be substituted.

[No. 58/3/69-Fac.II.]

C. RAMDAS, Under Secy.

### (श्रम और रोजनार विभाग)

### नई दिल्ली, 26 जुलाई, 1969

एस० भी० 3183.--कच्चा लोहा खान श्रमिक कल्याण उपकर अधिनियम, 1961 (1961 का 58) की घारा 7 के अनुसार केन्द्रीय सरकार एवव् द्वारा 31 मार्च, 1968 को समाप्त होने वाले वर्ष में उक्त अधिनियम के अन्तर्गत किए गए कार्यों की निम्नलिखित. रिपोर्ट तथा उस वर्ष के लेखों का विवरण प्रकाशित करती है।

#### भाग-1

सामान्य: कुल्वा लोहा खान श्रमिक कल्याण निधि को कृष्या लोहा खान श्रमिक कल्याण उपकर ग्रधिनियम, 1961 (1961 का 58) के अधीन स्थापित किया गया है। इस ग्रधिनियम में कृष्ये लोहे की खानों में काम करने वाले श्रमिकों के कल्याण,कार्य हेतु धन

श्राप्त करने के लिए कच्चे लोहे के उत्पादन पर उपकर लगाने ग्रीर उसे बसूल करने की व्यवस्था है। इस ग्रधिनियम के भन्तगंत उत्पादित कच्चे लोहे पर श्रधिकाधिक 50 पैसे प्रति मीट्रिक टन उपकर लगाने की व्यवस्था है। उपकर की वर्तमान दर 25 पैसे प्रति मीट्रिक टन है। यह ग्रधिनियम जम्मू श्रीर काश्मीर राज्य को छोड़कर सारे भारत पर लागू होता है। यह श्रधिनियम 1 अक्तूबर, 1963 से लागू किया गया, केवल गोवा, दमन श्रीर दीव के क्षेत्र में इसे 1 श्रक्तुबर, 1964 से लाग किया गया।

- 2. इस ग्रिअनियम के उपबन्धों को लागू करने के लिये कच्चा लोहा खान श्रमिक कल्याण उत्तर नियमावली, बनाई गई है। निधि के प्रशासन में केन्द्रीय सरकार को परामर्श देने के लिये पांच सनाहकार समितियां नियुक्त की गई हैं—हनमें से एक आन्ध्र प्रदेश और मसुर के लिए, एक मध्य प्रदेश और महाराष्ट्र के लिये, एक-एक बिहार, उड़ीसा और गोवा, दमन एवं दीव के लिए है। कल्याण-कार्य जन जिनके लिए श्रिधनियम के श्रधीन प्राप्त उनकर का प्रयोग किया जाएना, जन स्वास्थ्य और सकाई में सुधार, वीमारी की रोक-थाम और चिकित्सा सुविधाओं के विस्तार की व्यवस्था, पानी की सप्लाई और कपड़े धोने की सुविधाओं, शिक्षा सुविधाओं की व्यवस्था और उनमें सुधार, श्रावास श्रीर पोषाहार को मिला क जीवन स्तर में सुधार, सामाजिक व्यवस्था में सुधार, मनोरंजन सुविधाओं की व्यवस्था तथा काम पर जाने और वहां से वापस श्राने के लिये परिवहन की व्यवस्था के बारे में हैं।
- 3. श्रव तक मैंसूर श्राध्य प्रदेश, उडीना, मध्य प्रदेश, महाराष्ट्र, बिहार श्रौर गोवा, दनन श्रौर दीव में निम्नलिखित कल्याण-कार्य किए गए हैं।

### (1) चिकित्सा सुविधाएं

निधि द्वारा विहार क्षेत्र मे बाराजामदा नामक स्थान पर 10 पलंगो वाला एक संकटकालीन ग्रस्पताल, उड़ीसा राज्य में, जोडा ग्रीर जोरूड़ी के स्थान पर दो प्राथमिक स्थानस्थ्य केन्द्र, मैसूर ग्रीर ग्राध प्रदेश में दो चलाने-फिरने चिकितना यूनिट (एक रेडी खान तथा दूसरा राजहारा खान के लिए) ग्रीर दो चलने-फिरते ग्रीपधालयों की, व्यवस्था की गई है। विभिन्न क्षतों में तपेदिक निकित्सा के लिए उपलब्ध पलगों को केवल लोहा खानिकों ग्रीर उनके परिवाों की चिकित्सा के लिए ग्रारक्षित किया गया है। टी० बी० ग्रारोग्य ग्राश्रम, रांची में ग्रारक्षित 25 पलंगों की संख्या को बढ़ाकर 30 कर दिया गया है। ग्रन्थ केन्तों में भी तपे-दिक से पीड़ित कच्चा लोहा खनिकों को चिकित्सा सुविधाएं प्रदान करने के लिए कदम उठाए गए हैं। मिग्रन ग्रस्पताल पूर्तिया (बिहार) में कुष्ठरोगियों की चिकित्सा वा भी ग्रावश्यक प्रवन्ध किया गया है। कच्चा लोहा खनिकों ग्रीर उनके परिवाों के लाभ के लिए, जिन कच्चा लोहा खान मालिकों ने दवाखानों ग्रीर प्रसूति गृहों की व्यवस्था कर रखी है, उन्हें. सहायक श्रनदान दिये गये।

### (2) शिक्षा सुविधाएं

(क) उड़ीसा में कच्चा लोहा खान के कर्मचारियों के मनोरंजन, शिक्षा श्रौर सांस्कृतिक गितिविधियों के लिये स्थापित 30 बहुद्देशीय संस्थान श्रपना काम करते रहे। ऐसे ही संस्थान बहार, मध्य प्रदेश श्रौर महाराष्ट्र में भी स्थापित किए गए हैं। मैंसूर श्रौर श्रान्ध्र प्रदेश विका लोहा खनिकों के लिए भीतरी और बाहरी खलों की सुविधाएं जुटाने के लिए मोरंजन केन्द्र स्थापित किए गए। इन केन्द्रों के लिए 11,206 रुपये की लागत के 32 रेडि सेटों का का किया गया।

- (ख) श्रालोच्य वर्ष के दौरान, उड़ीमा, बिहार श्रीर गोवा में कच्चा लोहा खनिकों के लिए मनोरंजन-व-अध्ययन यात्रा की ब्यवस्था की गई।
  - (ग) भवनेश्वर में छट्टी विश्वामालय पर 1,763 रुपये खर्व किए गए।
- (ঘ) श्रालोच्य वर्ष के दौरान, उड़ीसा में कच्चा लोहा खनिकों के मनोरंजन के लिए चलचित्रों की प्रदर्शन योजना पर 10,221 रुपये **खर्च** किए गए।

### (4) पेयजल की स्विधायें

जैसा कि कोयला लिनिकों के लिए पहिले से ही स्वोक्तत किया गया है, इस योजना के ग्रन्तर्गत विभिन्न क्षेत्रों में कुएं लोदने के लिए कदम उठाये गये। उड़ीसा में 7 कुएं खोदने की मंजूरी दी गई।

### (5) भावास सुविभाएं

इस योजना के झन्तर्गत उड़ीसा में 25 किराय के लिए आवास स्थान बनाने पर, 1,00,000 रुके सर्व किये गए। बिहार में नई आवास योजना के अन्तर्गत 90 मकान सनामें के लिपए प्रशासनिक स्वीकृति दी गई।

मध्य प्रदेश में राजहारा के स्थान पर 4,000 रुपये प्रति भ्रावास स्थान के दर से 66 किराये के भवन बनाने की स्वीकृति दी गई। राजहारा में मकान बनाने पर 25,000 रुपये खर्च किए गये।

### (6) सहकारी भंडार

उड़ीसा में एक केन्द्रीय सहकारी भंडार स्रौर 13 प्राइमरी सहकारी भंडार स्थापित किए गए। महाराष्ट्र में रेड़ी नामक स्थान पर एक केन्द्रीय सहकारी संस्था काम करती रही। बिहार में, बाराजामदा के स्थान पर एक केन्द्रीय सहकारी भंडार स्थापित किया गया है स्रौर इस उड़ेस्य के लिए 1,74,000 रुपये की स्थीकृति दी गई।

(7) कच्चा लोहा खान घातक भ्रौर गम्भीर दुर्घटना काम योजना इस योजना के भ्रन्तर्गत उड़ीसा में वित्तीय महायता मंज्र की गई।

भाग—II वर्ष 1967-68 के लेखे का निवरण

31-3-1968 को बकाया	· ·	1,87,84,731.00
वर्ष के दौरान ग्राय . वर्ष के दौरान व्यय	58,51,467.00	18,20,543,00
1-4-1967 को पिछला बकाया	1,47,53,607.00	, <u> </u>
	रु०	<b>6</b> 0
	श्राय	<del>अ</del> यय

(महालेखाकार, उड़ीसा द्वारा सुचित श्रांकड़े)

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वर्ष 1968-69 के लिए प्राय भीर व्यय के प्राक्कलन

†1968-69 के मल बजट प्राक्कलनों के धनुसार

[सं॰ 9/3/68-एम-3]

सी० ग्रार० नायर, ग्रवर सचिव, ।

### (श्रम श्रीर नियोजन विभाग)

### नई दिल्ली, 26 जुलाई 1969

का० ग्रा० 3184.—कर्नवारी भविष्य निधि ग्रिधिन्यम, 1952 (1952 का 19) की धारा 13 की उपधारा (1) द्वारा प्रदत्त शिक्तयों का प्रयोग करते हुए, भौर भारत सरकार के भतपूर्व श्रम और नियोजन मत्रालय की ग्रिधिसूचना सं० का० ग्रा० 2023 तारीख 21 ग्रामस्त, 1961 को ग्रितिष्ठत करते हुए, केन्द्रीय सरकार ग्रपने या ग्रपने नियंत्रणाधीन किसी स्थापन के सम्बन्ध में, या किसी रेल कम्पनी महापत्तन, खान या तेल क्षेत्र या नियंत्रित उद्योग से सम्बद्ध किसी स्थापन के सम्बन्ध में, उक्त ग्रिधिनियम और तद्धीन बनाई गई किसी स्कीम के प्रयोजनों के लिए श्री ग्राई० एच० व्यास की समस्त तामिलनाडु राज्य और पाडिचे ो संय राज्य क्षेत्र के लिए एतद्दारा निरीक्षक नियनत करनी है।

[सं॰ 20(18)/69-भ॰ नि॰-1] दलजीत सिंह, भ्रवर सचिव।

### (Department of Labour and Employment)

New Delhi, the 31st July 1969

S.O. 3185.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government having regard to the location of the factories specified in column (4) of the Schedule below, in sparse areas in the State of Maharashtra and specified in the corresponding entry in column (3) of the said Schedule, hereby exempts the said factories from the payment of employer's special contribution leviable under Chapter VA of the said Act for a period of one year from the date of publication of this notification in the Official Gazette or until the enforcement of the provisions of Chapter V of the Act in those areas, whichever is earlier.

SCHEDULE											
Serial No.	Nam	e of Distr	ict		Name of Area	Name of the Factory					
(1)	(2)				(3)	(4)					
Ι.	Buldhana	•			Buldhana	. Messrs Maharashtra State Road Transport Corporation, Malka- pur Road, Buldhana.					
2.	Talegaon	•	•	•	Wardha	Messrs Maharashtra State Road Transport Corporation, Tale- gaon.					

[No. F. 6(58)/68-HI.]

#### New Delhi, the 1st August 1969

S.O.3186.—In pursuance of sub-section (1) of section IOC of the Coal Mines Provident Fund and Bonus Schemes Act, 1948 (46 of 1948) (hereinafter referred to as the said Act,) the Central Government hereby directs that the powers exercisable by it under section IOF of the said Act and specified in column (1) of the Table below shall, subject to the conditions specified in the corresponding entry in column (2) of the said Table, be exercisable also by the Deputy Chief Labour Commissioner (Central) in the Office of the Chief Labour Commissioner (Central) and the Regional Labour Commissioner (Central), Dhanbad, Calcutta, Jabalpur, Asansol, Ajmer, Bombay and Hyderabad.

Table							
Power	Condition						
I	2						

Power to recover damages under section 10F from any employer who makes default in the payment of bonus payable under the provisions of the Coal Mines Bonus Schemes framed under the said Act.

1. Subject to a maximum of 25% of the amount of arrears; recovery of damages shall be made at the sliding rates specified in the Schedule annexed hereto.

#### Provided that-

- (a) 5 days of grace may be allowed for making the payment during which period to damages shall be levied;
- (b) For delays upto 15 days, including 5 days of grace, damages at half the rates specified in the said Schedule may be levied.
- Damages shall be recovered in respect of bonus due for payment on or after the 1st July, 1969 but not paid within the due dates.
- 3. The period of delay in payment for which damages are to be recovered, shall be deemed to have commenced on the date on which the bonus in question becomes due for payment. The date of payment of bonus shall be the date on which the bonus due is actually paid to the employee.
- 4. Any damages demanded by the officers mentioned above shall be payable by the employer or person concerned within thirry days from the date of such demand failing which the amount of damages due shall be recoverable under section 10A of the said Act.

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5. Where the amount of damages to be levied by the officers mentioned above does not exceed rupees two in any one case, he may, at his own discretion waive the recovery of such damages.

2

6. Any damages levied by the officers shall be paid to the "Reserve Account" in such manner as the Deputy Chief Labour Commissioner (Central) may specify.

#### SCHEDULE

Sliding rate of recovery of damages under Section 10F of the Coal Mines Provident Fund and Bonus Schemes Act 1948.

Sl. No . of Jef	ault d	uring	_	Period of default								
					Over one month and upto two months	months	months and upto four	months	months to			
	1			2	3	4	5	6	7			
1st default					5% of arrears	10% of arrears	15% of arrears		25% of arrears			
2nd default	•	•			10% of		20% of arrears		25% of arrears			
3rd default	•	•		10% of arrears	15% of arrears	20% of arrears		25% of arrears	25% of arrears			
4th default	•	•	•	15% of arrears	20% of arrears	25% of arrears	25% of arrears	25% of arrears	25% of arrears			
5th default			-		25% of arrears	25% of arrears	25% of arrears		25% of arrears			
6th or subseq default.	uent		•			25% of arrears		25% of arrears	25% of arrears			

[No. 3(36)/67-PF, I]

DALJIT SINGH, Under Secy.

#### (Department of Labour and Employment)

New Delhi, the 30th July 1969

S.O. 3187.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following Award of the Central Government Industrial Tribunal No. 2, Bombay, in the industrial dispute between the employers in relation to offteen insurance companies and their workmen, which was received by the Central Government on the 23rd July, 1969.

# BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, BOMBAY

#### REFERENCE No. CGIT-2/2 or 1968

#### Employer in Relation to:-

- (1) The Guardian Assurance Co. Ltd.,
- (2) The Caledonian Insurance Co.
- (3) The Commercial Union Assurance Co. Ltd.,
- 4) The Home Insurance Co
- (5) The Legal and General Assurance Society Ltd.,
- (6) The Northern Assurance Co. Ltd,
- (7) The Employers Liability Assurance Corpn. Ltd.,
- (8) The Phoenix Assurance Co. Ltd,
- (9) The Royal Insurance Co. Ltd.,
- (10) The London & Lancashire Insurance Co. Ltd.,
- (11) The Liverpool & London & Globe Insurance Co. Ltd.,
- (12) The Central Insurance Co Ltd,
- (13) The South British Insurance Co. Ltd.,
- (14) The Alliance Assurance Co. Ltd.,
- (15) The Sun Insurance Office. Ltd.,

#### AND

Their Workmen.

#### PRESENT .

Shri N. K. Vani, Presdling Officer.

#### APPEARANCES:

For the Employers: Shri N. V. Bhadke, Advocate, Shri P. K. Rele, Solicitor and Shri S. V. Mokashi, Labour Adviser.

For the Workmen: Shri J. G. Gadkari, Advocate, Shri Madan Mohan, Vice President, All India Insurance Employees' Association and Shri K. S. B. Pillai, General Secretary, General Insurance Employees' Union, Western Zone, Bombay.

INDUSTRY: General Insurance.

STATE: Maharashtra.

#### Bombay, the 1st July, 1969

#### AWARD

By order No. 74(15)/64-LRIV dated 7th October 1964, the Government of India, in the Ministry of Labour and Employment referred to the Central Government Industrial Tribunal, Bombay for adjudication, an industrial dispute existing between the employers in relation to 15 companies mentioned above and their workmen represented by the General Insurance Employees' Union in respect of the matter specified in the Schedule II.

- 2. Out of 26 demands mentioned in Schedule II, demand No. XI is as follows:—
- "XI. Retirement gae:—The age of retirement of an employee shall be 60 years.
- 3. Later on by Order No 22/8/69-LRIII dated 25th November 1968, the Central Government transferred this reference to this Tribunal No. 2, for adjudication.
- 4. The facts of this case in respect of demand No. 11 regarding Retirement Age are mentioned in detail in Reference No. CGIT-2/7 of 1968.
- 5. For reasons given in my judgment in Reference No. CGIT-2/7 of 1968 on the demand regarding retirement age, I fix the retirement age of the employees working in this company at 60 years with effect from 30th June 1969.

- 6. The employees who are continued in service even after their old dates of reffrement on any account, and who are in service on 30th June 1969 should continue in service till they reach and complete the age of 60 years. These persons will be entitled to the benefits of retirement age fixed at 60 years.
  - 7. In view of the above finding, I pass the following order.

#### ORDER

- 1. The retirement age of the employees working in these companies is Axed at 60 years with effect from 30th June 1969.
- 2. The employees who are in service on 30th June 1969 on any account (either on account of any undertaking given to the Tribunal or on account of extension etc.) should continue in service and retire after the completion of 60 years.
- 3. Award Part I in respect of retirement ag els made.
- 4. A copy of the judgment in Reference No. CGIT-2/7 of 1968 is less to form part of this Award
- o No order as to costs.

(Sd.) N. K. VANI, Presiding Officer, Central Goyt. Industrial Tribunal No. 2, Bombay.

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#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, BOMBAY

REFERENCE No. CGIT-2/7 of 1968

Employers in relation to the Group Offices, Norwick Union Fire Insurance Society Ltd. Scottish Union and National Insurance Company and Maritime Insurance Co. Ltd., Bombay.

**ND** 

Their Workmen.

#### PRESENT:

Shri N K. Vani, President Officer.

#### APPEARANCES:

For the Employers,—Shri N V. Phadke, Advocate, Shri P. K. Rele, Solicitor and Shri S V. Mokashi Labour Adviser.

For the Workmen: Shri J. G. Gadkari, Advocate, Shri Madan Mohan, Vice President. All India Insurance Employees' Association, K. S. B. Pillai, General Secretary, General Insurance and Employees' Union. Western Zone Bombay.

INDUSTRY: General Insurance

STATE: Maharashtra.

### Bombay, dated the 1st July, 1969

#### AWARD

By order No. 70(11)/64-LRIV dated 10th August 1965, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) referred to the Central Government Industrial Tribunal, for adjudication an industrial dispute existing between the employers in relation to the Group Offices. Norwich Union Fire Insurance Society Limited. Scottish Union and National Insurance Company and Maritime Insurance Company Limited. Bombay and their workmen in respect of the matter specified in the Schedule mentioned below:—

#### SCHIDULE

- (1) Whether the demand of the workmen in the Group Office Union Fire Insurance Society Limited, Scottish Union and National Insurance Company and Maritime Insurance Company Limited for raising the retirement age from 58 to 60 years is justified?
- (2) If so, to what extent and from which date it should take effect?
- 2. Later on. by order No. 22/8/68-LRIII dated 25th November 1968 the Central Government transferred this reference to this Tribunal No. 2, for adjudication.

- 3. On 27th September 1965, Shri K. S. B. Pillai, General Secretary of the General Insurance Employees' Union, Bombay on behalf of the workmen has filed written statement at Ex. W/1. It is contended that the existing age of retirement in the companies under reference at 58 be fixed at 60, that the companies in question have ample capacity to pay and to bear the burden that would be involved due to this demand, that there is consistent trend in the Bombay Region to fix the retirement age for clerical and subordinate staff at 60, that the Normus Committee has also expressed the opinion that the retirement age for workmen in all industries should be fixed at 60, that longivity of life in the country is increasing, that the employees are keeping better health on account of medical facilities available to them, that the employees' demand for fixing the retirement age at 60 is justified, reasonable and modest and that the same be granted.
- 4. The employers in relation to the Group Office, Norwich Union Fire Insurance Society Ltd., Scottish Union and National Insurance Co. and Maritime Insurance Co. Ltd., Bombay i.e. the Insurance Companies concerned in this reference (hereinafter referred to as 'the companies') have filed written statement at Ex. E/1 on 21st September 1965. It is contended that the past experience shows that the efficiency of the clerical staff declines from the age of 55, that the value of the services of such employees rapidly decline in relation to their emoluments, that the retirement age prescribed by the companies is fair and reasonable, that the same be rejected. It is also contended that in any event the Tribunal should be pleased to prescribe adequate safeguards such as requiring the employee to attend if so required by the Company, before its doctor in order to certify the fitness of the employee to continue in service. Similar provisions should be prescribed to permit the Companies to retire an employee earlier on medical ground before attaining the age of 58 years.
- 5. The companies have filed rejoinder at Ex. E/2 on 17th November 1965. By this rejoinder the companies denied the allegations made by the Union in its written statement Ex. W/1 and reiterated their stand taken in the written statement Ex. E/1.
- 6. The General Insurance Employees' Union, Bombay has produced a statement showing the existing retirement age in the companies under reference and certain other insurance companies and commercial concerns in Bombay, in all 24, at Ex. W/2. Out of 24 companies, the retirement age in 23 companies is 60 years.
- 7 The companies have produced a statement at Ex. E/3 showing the age of retirement existing in certain Insurance Companies in Bombay. Another statement showing the retirement age existing in the companies concerned in references Nos CGIT-2/2 of 1968. CGIT-2/4 of 1968, CGIT-2/7 of 1968, CGIT-2/8 of 1963, and CGIT-2/11 of 1968 is produced at Ex. E/4. Another statement giving information regarding the date on which the Government of India referred the Industrial Disputes of M/s South British Insurance Co. Ltd., Bombay and other Companies for adjudication by the Tribunal and the dates of retrospective effect, if any agreed between the parties to the Award of the Tribunal, is produced at Ex. E/5. The companies have produced statement Ex. E/6 which gives particulars of workmen who retired (at age below 60) from the service of the Companies during the pendency of the above references.
- 8. Reference No. CGIT-2/3 of 1968 between the same parties as in Reference No. 7/68 was made to the Tribunal for adjudicating 17 demands. In those 17 demands, the demand regarding raising the age of retirement to 60 had remained to be made. Hence separate Reference No. CGIT-2/7 of 1968 in respect of retirement age was made to the Tribunal.
- 9. In reference No. CGIT-2/2 of 1968 there is dispute about 26 demands including the demand regarding retirement age (Demand No. 11) between the employees and 15 companies as mentioned in Schedule I in that reference.
- 10. In reference No. CGIT-2/4 of 1968 there is dispute about 26 demands including the demand regarding retirement age (Demand No. 11) between the employees and M/s. Eagle Star Insurance Co. Ltd.
- 11. In Reference No. CGIT-2/8 of 1968 there is dispute about 26 demands including the demand regarding the retirement age (Demand No. 11) between the employees and M/s. Atlas Assurance Company Limited, Bombay.

- 12. In Reference No. CGIT-2/11 of 1968 there is dispute about 26 demands including the retirement age (Demand No. 11), between the employees and M/s. New Zealand Insurance Co. Ltd., Bombay.
- 13 References Nos. CGIT-2/2 of 1968, CGIT-2/4 of 1968, CGIT-2/8 of 1968 and CGIT-2/11 of 1968 in respect of demand regarding retirement age only are neard together alongwith reference No. CGIT-2/7 of 1968, which is in respect of retirement age only.
- 14. At the outset, it may be noted that in Reference No. CGIT-2/4 of 1968 between M/s gage Star Insurance Co. Ltd., Bombay and the General Insurance Employees Union, representing the workmen of the said company, the dispute regarding retirement age should not have been raised because as a result of the agreement dated 2/th September 1961, entered into between the company and the workmen, the remement age in the company has already been fixed at 60 years. This is clear from para 30 of the written statement filed by M/s. Lagic Star Insurance Company Ltd., Bombay on 28th April 1966 in reference No. CGIT-2/4 of 1968 (old Reference No. CGIT-33 or 1966 before the Central Government Industrial Tribunal, Bombay).
- 15. The dispute regarding raising the age of retirement to 60 it between the employees and the companies involved in References No. CGIT-2/2 of 1968, CGIT-2/7 of 1968, CGIT-2/8 of 1968 and CGIT-2/11 of 1968.
- 16. The important point for consideration is whether the demand of the working in references Nos. CGIT-2/2 of 1968, CGIT-2/7 of 1968, CGIT-2/8 of 1968 and CGIT-2/11 of 1968 for raising the retirement age from 58 to 60 years is justified.
  - 17. My finding on this point is in the affirmative for the following reasons:—
- 18. The learned advocate Shri Gadkari for the employees contends that there is consistent trend in the Bombay Region to fix the retirement age at 60. In support of his contention he relies on the ruling reported in 1964, II, LLJ, Page 644 in the case between Talang G. M. and others Versus Shaw Wallace & Co Ltd., and another.
- 19. Shri Phadke, learned advocate for the companies contends that there is no law that in Bombay Region the retirement age should be fixed at 60 years.
- 20. It is true that there is no law which says that age of clerical and subordinate staff working in Bombay Region, in various concerns should be fixed at 60 years, but there is a trend in Bombay Region to fix the retirement age of the employees at 60 years. This trend has been recognised by various Tribunals and also by the Supreme Court of India.
- 21. In the case between Imperial Chemical Industries (India) (Private) Ltd., Bombay and its workmen, reported in 1960 II, LLJ, Page 716; where the Tribunal raised the age of retirement from 55 to 58, both parties appealed the Supreme Court. The Supreme Court has observed that the evidence cord strongly suggests almost a uniform tendency in Bombay to fix the of retirement at 60 and not at 55.
- 22. It is observed by their Lordships of the Supreme Court in the above mentioned case on page 720 as follows:—
  - "As this Court pointed out in the case of Dunlop Company (Supra), the recent trend in the Bombay area clearly appears to be to fix the age of retirement at 60. That being 20, we see no reason why the age of retirement of the workmen in the present appeal should not be similarly fixed."
- 23. In the case of Talang (G.M.) and others Shaw Wellance & Co. Ltd., and another, reported in 1964, II, LLJ; page 644; it is observed by their Lordships of Supreme Court as follows:—
  - "As observed in the two decisions in 1960 II, LIJ, 716 and 1959 II, LLJ; 826 the trend in the Bombay Region is to fix the age of retirement at 60 years."
- 24. There could not be any doubt from the various rulings of the Supreme Court; that the Supreme Court has recognised the trend in Bombay Region to fix the age of retirement at 60 years. Hence, even though, there is no rule or law which lays down that the age of the employees of Bombay Region should

be fixed at 60 years, still the trend prevailing in Bombay Region fixing the retirement age at 60 years has to be recognised. Hence the contention raised by Shri Phadke, learned Advocate for the companies cannot be accepted.

- 25. The learned Advocate Shri Gadkari relies on the report of the Normus Committee, referred to in 1964, II, LLJ; Page 647; in the case between Talang (G.M.) and another and Shaw Wallace & Co. Ltd., and another. It is as follows:—
  - "After taking into consideration the views of the earlier committees and commissions including those of the Second Pay Commission, the report of which has been released recently, we feel that the retirement age for workmen in all industries should be fixed at 60. Accordingly, the norm for retirement age is fixed at 60."
- 26. The opinion of the Normus Committee referred to above clearly supports the view that the retirement age of clerical and subordinate staff should be fixed at 60 years.
- 27. In the case between Talang (G.M.) and others and Shaw Wallace & Co. Ltd., and another, Their Lordships of Supreme Court have referred to the Pay Commission's report, referred to in 1964, II; LLJ; Page 645. The relevant portion is as follows:—
  - 'As has already been noticed, there is no dispute that the age of compulsory retirement should not remain at 55. The dispute is whether it should be fixed at 58 or at 60. It is interesting to refer in this connexion to the information that has been collected by the Pay Commission (1957-59) as regards the pensionable ages prescribed under the pension Insurance schemes for employees generally or for Industrial employees and under social assistance or universal schemes in 48 countries in 1954. According to this the pensionable age is 70 in two countries; 67 in another two; 65 in twenty-four, 60 in seventeen, 55 in two and 50 in Thus out of 48 countries for which information was available it was found that in 45 countries the pensionable age was fixed at 60 or more. As the Pay Commission Report pointed out-"this is particularly remarkable, considering that the countries differ widely in demographic constitution, levels of economic development and climatic and social conditions; and it indicates a virtual unanimity of competent opinion that balancing the various factors—physiological. economic and social—that are relevant the normal working life should continue up to the age of 60, and may well go on up to 65 years.'
  - 28. The Supreme Court has further observed as follows:-
    - "It is undoubtedly more useful, however and indeed essential for our present purpose to examine the trends in this matter in our own country and specially in the region in which the present dispute has arisen. In the delicate task of adjusting needs of the employees to the interests of the employers and what is even more important to the general interests of the country at large, industrial adjudication has to pay special attention to the prevailing practice in the industrial region concerned. If in any particular region employees have been successful in their claim for fixing the age of retirement at 60 this very success is bound to raise in others in the region similar expectations. Refusal of similar relief to them is likely to create discontent. It is the endeavour of industrial adjudication to prevent this. That is why on questions of age of retirement and hours of work and other similar matters industrial tribunals attach much weight to what has been done in other industrial concerns in the neighbourhood in recent times—whether by agreement or by adjudication."
- 29. The learned Advocate Shri Gadkari has relied on Ex. W/2 which is a comparative statement showing retirement age in the companies under reference, certain other insurance companies and commercial concerns in Bo mbay.
- 30. Out of 24 companies mentioned in the statement Ex. W/2 the retirement age ts 60 in respect of 23 companies.
- 31. The companies have produced statement Ex. E/4 showing the present retirement age in each company. Out of 22 companies mentioned in the Ex. E/4, retirement age in Eagle Star Insurance Co. Ltd., Bombay is 60 years. The retirement age for males in respect of Home Insurance Co. is 60 years. The retirement age in respect of the New Zealand Insurance Co. Ltd., is 58 but there is a rule under which

extension upto 60 years at the company's discretion can be given. Out of 19 remaining companies, the age of retirement is 55 years in the Legal and General Assurance Society Ltd. and 58 years in the remaining 18 companies. Some companies have go discretion to give extension beyond 58 years.

- 32. As there are 23 companies as mentioned in Ex. W/2, in which the retirement age of clerical and subordinate staff is 60 years, the employees working in the companies referred to in References Nos. CGIT-2/2 of 1968 CGIT-2/7 of 1968, CGIT-2/8 of 1968 and CGIT-2/11 of 1968 would feel disgrunteled and dissatisfied, if their retirement age is not raised to 60 years and if they are asked to retire before the age of 60 years. This will disturb industrial peace and create unrest, and dissatisfaction amongst the employees. In order that there should be industrial peace and satisfaction among the various employees working in this region. uniformity of retirement age has to be maintained. In order to maintain the same uniformity, it is abolutely necessary that the age of retirement of the employees in the companies referred to in the above references should be fixed at 60 years.
- 33. The learned Advocate Shri Phadke contends that the companies in question are all India concerns and that changing the terms of service conditions in regard to retirement age in one place might unsettle the uniformity and might have serious repercussion in other branches.
- 34. In the case between Dunlop Rubber Company (India) Ltd. and its workmen and others, reported in 1959. II. LLJ. Page 826; their Lordships of Supreme Court have observed as follows:—
  - "There is no doubt that in the case of an all-India concern it would be advisable to have uniform conditions of service throughout India and if uniform conditions prevail in any such concern, they should not be lightly changed. At the same time it cannot be forgotten that industrial adjudication is based, in this country at least, on what is known as industry-cum-region basis and cases may arise where it may be necessary in following this principle to make changes even where the condition of service of all-India concern are uniform. Besides, however, desirable uniformity may be in the case of all-India concerns, the tribunal cannot abstain from seeking that far conditions of service prevail in the industry with which it is concerned. If therefore any scheme, which may be uniformly in force throughout India appears to be unfair and in the case of an ail-India concern not in accord with the prevailing conditions in such matters, it would be the duty of the tribunal to make changes in the scheme to make it fair and bring it into line with the prevailing conditions in such matters, particularly in the region in which the tribunal is functioning irrespective of the fact that the demand is made by only a small minority of the workmen employed in one place our of the many where the all India concern carries on business.
- 35 One of the important point for consideration would be that the age of retirement can be confined to industry-cum-region basis. It has been held that Awards and agreements on the question of age of retirement clearly show that there is a consistent trend in Bombay Region to fix the retirement age of Clerical and Subordinate staff at 60 years.
- 36. As there are number of concerns in Bombay Region where the age of retirement is 60, the contention of learned Advocate Shri Phadke that age of retirement in the companies, where the retirement age is below 60, should not be fixed at 60 on the ground that these concerns are all-India concerns; cannot be accepted. If this contention of Shri Phadke is accepted, it will create unrest, dissatisfaction amongst the employees. It will disturb the industrial peace. In the same Region on the principle of industry-cum-region basis, disparity in ages of retirement in different concerns cannot be allowed.
- 37. The learned Advocate Shri Phadke relies on the Award of Reserve Bank of India given by the Arbitrator Shri T. L. Venkatarama Aiyar, Refired Supreme Court Judge, published in the Gazette of India, dated 5th March, 1968; Part II, Section 3 (ii); pages 183 to 298.
- 38. It appears from the facts of the Award referred to above that the demand of the employees of the Reserve Bank of India was to raise their retirement age to 60 years. In considering this demand all previous Supreme Court rulings have been considered. The Arbitrator refused to raise the age of retirement having

regard to the special position occupied by the Reserve Bank of India as distinct from commercial concerns and liberal character of superannuation benefits.

- 39. It has been observed in paras. 18.4 and 18.5 of the Award as follows:—
  - "18.4. The result of the above authorities may thus be stated: Of the several relevant factors to be taken into account in fixing the age of retirement, the industry-cum-region principle is one of the most important. The weight to be given to it in an all-India concern, however, depends on the other factors and considerations. Another important factor to be taken into account is the existence of a scheme of superannuation benefits. Where it is liberal, that will be a ground to not roising the age. On an ultimate analysis, a decision on the question must turn on the facts and circumstances of each case."
  - -13.5. What then are the facts of this case? We start with this that in the Bombay region, the age of retirement for workmen is in general 60 and that has been adopted by the commercial banks. As against this, the contention of the Bank is that it is not in the same situation as the commercial banks, that its business activities and service conditions are more akin to those in the Central Government and that it is the rules in Government service that would be more appropriate and not those in commercial banks. It has been already rointed out that though the Reserve Bank does carry on banking ausmess, its main and substantial work is sovereign in character. Even its banking activities are not comparable with those of commercial banks. Its customers are not members of public, but Central and State Governments, public bodies, commercial banks and the like. Apart from this, it is under a duty to secure monetray stability and has to take decisions on policies of an all-India character. Moreover its business is largely bound up with the work of the Government and this has led to the recruitment of a large number of temporary hands, as for example, in the implementation of compulsory Deposit Scheme, Annuity Deposit Scheme and the like. The commercial banks have not; it is urged to face the problem of recruitment of a large number of temporary staff which the Reserve Bank has to do in carrying out the Government policies and it is argued that the unions are radier inconsistent in demanding at one breath that temporary hands should be made permanent within a year and at the same time claiming that the age of retirement should be raised to 60".
- 40 It is clear that on account of peculiar position occupied or the Reserve Bank of India and the liberal character of the superannuation benefits, the arbitrator refused to raise the retirement age to 60. In my opinion, the facts of the case of the Reserve Bank of India employees do not compare with the facts of this case. Further each case has to be decided on its own facts and merits.
- 41. The companies involved in various References are Insurance Companies i.e. commercial concerns. They are concerned with public, while the Reserve Bank of India is concerned with the Central and State Government, public bodies, commercial banks and the like. It has no transactions with private individual.
- 42. Except in the case of Home Insurance Co., in reference Nc. CGIT-2/2 of 1968, the age of retirement in almost all companies is 58. In the case of Eagle Star Insurance Co. Ltd., in reference No. CGIT-2/4 of 1968, the retirement age is 60 years. The Home Insurance Co., as mentioned in Ex. E/4, has got provision to give extension to its employees at its discretion, beyond 60 years. As there is no uniformity among these companies, functioning in the same region, it is absolutely necessary to bring uniformity in the retirement age raising the age of retirement to 60 years.
- 43. In the References before me the employees are not satisfied with the existing superannuation benefits and other benefits to which they are entitled. They have got a grievance regarding different ages of retirement in different companies. Except in the Home Insurance Co. there is no pension scheme in at y other companies. Even though there is pension scheme, the Home Insurance Company gives extension to their employees beyond 60 years. As no pension scheme has been provided by other companies there is justification for the employees claim that their retirement age should be raised and fixed at 60 years.
- 44. The learned Advocate Shri Phadke says that wherever, the retirement age is 60, it should be maintained at 60 and wherever the retirement age is less, it

aray not be taken beyond 58. I am unable to accept the contention of Shri Phadke that wherever the retirement age is less it should not be raised beyond 58 years.

- 45. In Reference No. CGIT-2/7 of 1968, the employers contend that the retirement age prescribed by these companies is fair and reasonable, that there is no case for increasing the retirement age and that the same be not increased because the efficiency of the clerical staff declines from the age of 55 years and because the value of the service by such employees rapidly declines in relation to their emoluments. This contention raised by the employers cannot be accepted.
- 46. It is observed by their Lordships of the Supreme Court in Civil Appeal No. 845 of 1966 in the case between the workmen of Kettlewell Bullen & Co. Ltd. and the Kettlewell Bullen & Co. Ltd., dated 12th February 1969 that the efficiency of workmen does not get impaired till about 60 years. The relevant portion in respect of this observation is as follows:—
  - 'Ir is now-a-days fairly well recognised that life expectation has considerably increased in recent years and the rate of mortality has fallen considerably on account of better living condition, improved medical facilities and above all the extension of educational amenitie. The result is that physical efficiency of workmen generally speaking is not deteriorated till about 60 years. Consequently there has in the last decade been a general trend to raise the age of retirement. This is so also in the case of employees in Government service and in the service of quasi-government concerns. In raising the age of retirement, apart from the fact that the efficiency of workmen does not get impaired till about 60 years, consideration is also paid to the fact that his needs are likely to be larger between the age of 50 and 60 years as it is during that span of life that he has to educate his child-on, marry his daughters and thus incur additional financial burden over and above the Eurden of maintenance of his family."
- 47. The companies in reference No. CGIT-2/7 of 1968 contend that if this Tribunal is inclined to increase the retirement age to 60 it should be pleased to prescribe adequate safeguards such as requiring the employee to attend if so required by the Company, before its Doctor in order to certify the fitness of the employee to continue in service and that similar provisions should be prescribed to permit the Companies to retire an employee earlier on medical ground before attaining the age of 58 years. I am unable to accept the stand of the companies.
- 48. If the companies are given discretion to retire any employee before the age of 58 or after 58 and before 60 years, discrimination is likely to be caused.
- 49. If some employees become inefficient and do not do work, the companies can take action against them for their inefficiency after holding departmental enquiry, following the rules and regulations. In my opinion, it is not necessary to make any provision as suggested by the companies to enable them to retire a person before 58 or at any time after the age of 38 and before 60 years.
- 50. As regards the other companies, their contention is that the retirement age is reasonable and that there is no case for increasing the retirement age of the employees
- 51. In view of the changed circumstances and the fact that the retiring age is 60 years ir many concerns it cannot be said that the present retiring age in these Insurance Companies is reasonable, and fair and that there is  $n_0$  case for increasing the retirement age.
- 52. In all Government services the age of retirement of subordinate staff *i.e.* peons etc is 60 years, though penison scheme is provided for them and better retirement benefits are available to them.
- 53 In short, considering the arguments of Shri Gadkari for the employees and Shri Phadke for the employers and having regard to the documentary evidence produced on record, I am of the view that the retirement age of all the employees in question should be fixed at 60 years.
- 54. The next point for consideration is from what date the retirement age should be fixed at 60 years.
- 55. The learned Advocate Shri Gadkari for the employees contends that the retirement age should be fixed at 60 years with retrospective effect.

- 56. The learned Advocate Shri Phadke for the employers on the other hand contends that the retirement age should not be fixed with retrospective effect as would create complications in the administration.
- 57. Generally, whenever the retirement age is fixed; it cannot be fixed with retrospective effect. It has to be fixed with effect from a particular date.
- 58. For the reasons given above, I am of the view that the retirement age should be fixed at 60 years with effect from 30th June 1969. At the same time, the employees who are continued in service even after their old dates of retirement in various companies referred to above, on account of any undertaking given to the Tribunal or on account of any extension or any reason and who are in service on 30th June 1969 should continue in service till they reach the age of 60 years. These persons will be entitled to the benefits of retirement age fixed at 60 years.
  - 59. In view of the above findings I pass the following order: --

#### ORDER

- 1. The retirement age of the employees working in the Group office, Norwich Union Fire Insurance Society Limited, Scottish Union and National Insurance Company and Maritime Insurance Company Limited, Bombay is fixed\_at 60 years with effect from 30th June 1969.
- The retirement age of the employees working in 15 companies mentioned in the Schedule I to the Government of India, Ministry of Labour and Employment Order No. 74(15)/64-LRIV dated 7th October 1964, Ref. No. CGIT-2/2 of 1968 is fixed at 60 years with effect from 30th June 1969.
- 3. The retirement age of the employees of the Eagle Star Insurance Co. Ltd., Bombay fixed at 60 years under the agreement dated 27th September 1961 entered into between the company and its workmen is to continue. [Ministry of Labour and Employment, Govt. of India Order No. 74(15)/64-LRIV] Pt., dated 23rd April 1965, Reference No. CGIT-2/4 of 1968]
- 4. The retirement age of the employees in the Atlas Assurance Company Limited, Bombay, is fixed at 60 years with effect from 30th June 1969. [Ministry of Labour, and Employment, Govt. of India Order No. 74(14)/65-LRIV dated 9th September 1965, Respective No. CGIT-2/8 of 1968.]
- The retirement age of the employees in the New Zealand Insurance Company, Limited, Bombay is fixed at 60 years with effect from 10th June 1969. [Ministryof Labour and Employment, Government of India, Order No. 74(2)/66-LRIV dated 11th March 1966, Reference No. CGIT-2/11 of 1968.]
- 6 The employees in all the Companies referred to above, who are in service on 30th June 1969 on any account, either on account of any undertaking given to the Tribunal, or on account of extension, or any reason etc. should continue in service and retire at the age of 60 (after the completion of the age of 60 years.)
- 7 Part I Awards in References Nos. CGIT-2/2 of 1968, CGIT-2/4 of 1968, CGIT-2/8 of 1968 and CGIT-2/11 of 1968 in respect of demand regarding retirement age be made.
- 3. Award in respect of Reference No. CGIT-2/7 of 1968 be made.
- 9. No order as to costs.

(Sd.) N. K. VANI,

Presiding Officer,

Central Govt Industrial Tribunal No. 2, Bombay.

[No. 74/15/64-LR:IV (LR.I)]

S.O. 3188.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2. Bombay, in the industrial dispute between the employers in relation to the New Zealand Insurance Company Limited, Bombay and their workmen, which was received by the Central Government on the 23rd July, 1969.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY.

Reference No. CGIT-2/11 of 1968

Employers in relation to M/s. New Zealand Insurance Company, Limited. Bombay

And

Their workmen.

PRESENT

Shri N. K. Vani, Presiding Officer.

#### APPEARANCES:

For the workmen.—Shri J. G. Gadkari, Advocate, Shri Madan Mohan, Viceand Shri S. V. Mokashi, Labour Adviser.

For the workmen.—Shri J. G. Gadkari, Advocate, Shri Madan Mohan, Vice-President, All India Insurance Employees' Association and Shri K. S. B. Pillai. General Secretary, General Insurance Employees' Union, Western Zone, Bombay.

STATE: MAHARASHTRA.

INDUSTRY: GENERAL INSURANCE.

Bombay, dated the 1st July, 1969

#### AWARD

By Order No. 74(2)/66-LRIV dated the 11th March 1966, the Government of India, in the Ministry of Labour and Employment referred to the Central Government Industrial Tribunal Bombay for adjudication, an industrial dispute existing between the employers in relation to  $\rm M/s$  New Zealand Insurance Company Limited, Bombay and their wrokmen represented by the General Insurance Employees' Union in respect of the matter specified in the Schedule.

- 2. Out of 26 demands mentioned in the Schedule, demand No. 11 is as fo'lows:—
  "XI. Retirement Age
  - "The age of retirement of an employee shall be 60 years.
- 3. Later on by Order No. 22/8/68-LRIII 25th November, 1968, the Central Government transferred this reference to this Tribunal No. 2, for adjudication.
- 4. The farts of this case in respect of the demand No. 11 regarding Retirement Age are mentioned in detail in Reference No. CGIT-2/7 of 1968.
- 5. For reasons given in my judgment in reference No. CGIT-2/7 of 1968 on the domand regarding retirement age, I fix the retirement age of employees working in this company at 60 years with effect from 30th June, 1969.
- 6. The employees who are continued in service even after their old dates of retirement on any account, and who are in service on 30th June, 1969 should continue in service till they reach and complete the age of 60 years. These persons will be entitled to the benefits of retirement age fixed at 60 years.
  - 7. In view of the above finding, I pass the following order:—

#### ORDER

- 1. The retirement age of the employees working in this company is fixed at 60 years with effect from 30th June, 1969.
- 2. The employees who are in service on 30th June, 1969 on any account (either on account of any undertaking given to the Tribunal or on account of extension etc.) should continue in service and retire after the completion of 60 years.
- 3. Award Part I in respect of retirement age is made.

- A copy of the judgment in Reference No. CGIT-2/7 of 1968 is to form part of this Award.
- 5. No order as to costs.

(Sd.) N. K VANI.

Presiding Officer, Central Govt. Industrial Tribunal No. 2, Bombay.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2. BOMBAY.

REFERENCE No. CGIT-2/7 of 1968

Employers in relation to the Group Offices, Norwich Union Fire Insurance Society Ltd., Scottish Union and National Insurance Company and Maritime Insurance Co. Ltd., Bombay.

AND

Their workmen

PRESENT

Shri N. K. Vanl, Presiding Officer.

APPFARANCES.

For the Employers:—Shri N. V. Phadke, Advocate, Shri P. K. Rele, Solicitor and Shri S. V. Mokashi, Labour Adviser.

For the Workmen:—Shri J. G. Gadkari, Advocate, Shri Madanmohan Vice-President, All India Insurance Employees Association, and Shri K. S. B. Pillai, General Secretary, General Insurance Employees Union, Western Zone, Bombay.

STATE: Maharashtra.

INDUSTRY: General Insurance

Bombay, dated the 1st July, 1969.

#### AWARD

By order No. 70(11)/64-LRIV dated 10th August, 1965, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) referred to the Central Government Industrial Tribunal, Bombay. for adjudication an industrial dispute existing between the employers in relation to the Group offices, Norwich Union Fire Insurance Society Limited Scottish Union and National Insurance Company and Maritime Insurance Company Limited, Bombay and their workmen in respect of the matter specified in the Schedule mentioned below:—

## SCHEDULE

- (1) Whether the demand of the workmen in the group office Norwich Union Fire Insurance Society Limited, Scottish Union and National Insurance Company and Maritime Insurance Company Limited for raising the retirement age from 58 to 60 years is justified?
- (2) If so, to what extent and from which date it should take effect?
- 2. Later on, by order No. 22/8/68-LRIII dated 25th November, 1968, the Central Government transferred this reference to this Tribunal No. 2, for adjudication.
- 3. On 27th September, 1965, Shri K. S. B. Pillai General Secretary of the General Insurance Employees' Union,—. Bombay on behalf of the workmen has filed written statement at Ex. W/l. It is contended that the existing age of retirement in the companies under reference at 58 be fixed at 60, that the companies in question have ample capacity to pay and to bear the burden that would be involved due to this demand, that there is consistent trend in the Bombay Region to fix the retirement age for clerical and subordinate staff at 60, that the Normus Committee has also expressed the opinion that the retirement age for workmen in all industries should be fixed at 60, that longivity of life in the country is increasing, that the employees are keeping better health on account of medical facilities available to them, that the employees' demand for fixing the retirement age at 60 is justified, reasonable and modest and that the same be granted.
- 4. The employers in relation to the group office, Norwich Union Fire Insurance Society Ltd., Scottish Union and National Insurance Co. and Maritime Insurance

Cor Ltd., Bombay i.e. the Insurance Companies concerned in this reference (hereinafter referred to as 'the companies') have filed written statement at Ex. E/I on 21st September, 1965. It is contended that the past experience shows that the efficiency of the clerical stall declines from the age of 55, that the value of the services of such employees rapidly decline in relation to their emoluments that the retirement age prescribed by the companies is fair and reasonable, that the Union's domand for raising the age of retirement is unreasonable and that the same be rejected. It is also contended that in any event the Tritunal should be pleased to prescribe adequate safeguards such as requiring the employee to attend if so required by the Company, before its doctor in order to certify the fitness of the employee to continue in service. Similar provisions should be prescribed to permit the Companies to retire an employee earlier on medical ground before attaining the age of 58 years.

The companies have filed rejoinder at Ex. E/2 on 17th November, 1965. By this rejoinder the companies denied the allegations made by the Union in its written statement Ex. W/1 and relterated their stand taken in the written statement Ex. E/1.

- 6. The General Insurance Employees' Union, Bombay has produced a statement showing the existing retirement age in the companies under reference and certain other insurance companies and commercial concerns in Bombay, in all 24, at Ex. W/2. Out of 24 companies, the retirement age in 23 companies is 60 years.
- 7. The companies have produced a statement at Ex. E/3 showing the age of retirement existing in certain Insurance Companies in Bombay. Another statement showing the retirement age existing in the companies concerned in references Nos. CGIT-2/2 of 1968, CGIT-2/4 of 1968, CGIT-2/7 of 1968, CGIT-2/8 of 1968, and CGIT-2/11 of 1968 is produced at Ex. E/4. Another statement giving information regarding the date on which the Government of India referred the Industrial Disputes of M/s. South British Insurance Co. Ltd., Bombay and other Companies for adjudication by the Tribunal and the dates of retrospective effect, if any agreed between the parties to the Award of the Tribunal, is produced at Ex. E/5. The companies have produced statement Ex. E/6 which gives particulars of workmen who retired (at age below 60) from the service of the Companies during the pendency of the above references.
- 8. Reference No. CGIT-2/3 of 1968 between the same parties as in Reference No. 7/68 was made to the Tribunal for adjudicating 17 demands. In those 17 demands, the demand regarding raising the age of retirement to 60 had remained to be made. Hence separate reference No. CGIT-2/7 of 1968 in respect of retirement age was made to the Tribunal.
- 9. In reference No. CGIT-2/2 of 1968 there is dispute about 26 demands including the demand regarding retirement age (Demand No. 11) between the employees and 15 companies as mentioned in Schedule I in that reference.
- 10. In Reference No. CGIT-2/4 of 1968 there is dispute about 26 demands including the demand regarding retirement age (Demand No. 11) between the employees and M/s. Eagle Star Insurance Co. Ltd.
- 11. In Reference No. CGIT-2/8 of 1968 there is dispute about 26 demands including the demand regarding the retirement age (Demand No. 11) between the employees and M/s. Atlas Assurance Company Limited, Bombay.
- 12. In Reference No. CGIT-2/11 of 1968 there is dispute about 26 demands including the retirement age (Demand No. 11) between the employees and M/s. New Zealand Insurance Co. Ltd., Bombay
- 13. References Nos CGIT-2/2 of 1968. CGIT-2/4 of 1968, CGIT-2/8 of 1968 and CGIT-2/11 of 1968 in respect of demand regarding retirement age only are heard together alongwith reference No. CGIT-2/7 of 1968, which is in respect of retirement age only.
- 14. At the outset, it may be noted that in Reference No. CGIT-2/4 of 1968 between M/s. Eagle Star Insurance Co. Ltd., Bombay and the General Insurance Employees' Union, representing the workmen of the said company, the dispute regarding retirement age should not have been raised because as a result of the agreement dated 27th September, 1961, entered into between the company and the workmen, the retirement age in the company has already been fixed at 60 years. This is clear from para, 30 of the written statement filed by M/s. Eagle Star Insurance Company Ltd., Bombay on 28th April, 1966, in reference No.

CGIT-2/4 of 1968 (old Reference No. CGIT-33 of 1965 before the Central Government Industrial Tribunal, Bombay).

- 15. The dispute regarding raising the age of retirement to 60 is between the employees and the companies involved in References Nos. CGIT-2/2 of 1968, CGIT-2/8 of 1968 and CGIT-2/11 of 1968.
- The important point for consideration is whether the demand of the workmen in references Nos. CGIT-2/2 of 1968, CGIT-2/7 of 1968, CGIT-2/8 of 1968 and CGIT-2/11 of 1968 for raising the retirement age from 58 to 60 years is justified.
  - 17. My finding on this point is in the affirmative for the following reasons:--
- 18. The learned advocate Shri Gadkari for the employees contends that there is consistent trend in the Bombay Region to fix the retirement age at 60. In support of his contention he relies on the ruling reported in 1964, II, LLJ, Page 644 in the case between Talang G.M. and others Versus Shaw Wallace & Co. Ltd., and another.
- 19. Shri Phadke, learned advocate for the companies contends that there is no law that in Bompay Region the retirement age should be fixed at 60 years.
- 20. It is true that there is no law which says that age of clerical and subordinate staff working in Bombay Region, in various concerns should be fixed at 60 years, but there is a trend in Bombay Region to fix the retirement age of the employees at 60 years. This trend has been recognised by various Tribunals and also by the Supreme Court of India.
- 21. In the case between Imperial Chemical Industries (India) (Private) Ltd., Bombav and its workmen, reported in the 1960, II, LLJ, Page 716, where the Tribunal raised the age of retirement from 55 to 58, both parties appealed to the Supreme Court. The Supreme Court has observed that the evidence on record strongly suggests almost a uniform tendency in Bombay to fix the age of retirement at 60 and not at 55.
- 22. It is observed by their Lordships of the Supreme Court in the above mentioned case on page 720 as follows:—
  - "As this Court pointed out in the case of Dunlop Company (Supra), the recent trend in the Bombay area clearly appears to be to fix the age of retirement at 60. That being so, we see no reason why the age of retirement of the workmen in the present appeal should not be similarly fixed."
- 23. In the case of Talang (GN.) and others and Shaw Wallace & Co., Ltd. and another reported in 1964, II, LLJ. Page 644, it is observed by their Lordships of Supreme Court as follows:—
  - "As observed in the two decisions in 1960-II, LLJ, 716 and 1959-II, LLJ, 826 the trend in the Bombay Region is to ib. the age of retirement at 60 years."
- 24. There could not be any doubt from the various rulings of the Supreme Court, that the Supreme Court has recognised the trend in Rombay Region to fix the age of returnment at 60 years. Hence, even though, there is no rule or law which lays do i that the age of the employees of Bombay Region should be fixed at 60 years till the trend prevailing in Bombay Region fixing the retirement age at 60 years has to be recognised. Hence the contention raised by Shri Phadke, learned Advocate for the companies cannot be accepted.
- 25 The learned Advocate Shri Gadkari relics on the report of the Normus Committee, referred to in 1964. II, LLJ, Page 647 in the case between Talang (G.M.) and another and Shaw Wallace & Co Ltd., and another. It is as follows.—
  - "After taking into consideration the views of the earlier committees and commissions including those of the Second Pay Commissions the report of which has been released recently we feel that the retirement age for workmen in all industries should be fixed at 60. Accordingly, the norm for retirement age is fixed at 60."
- 26. The opinion of the Normus Committee referred to above clearly supports the view that the retirement age of clerical and subordinate staff should be fixed at 60 years.

- 27. In the case between Talang (G.M.) and others and Shaw Wallace & Co. Ltd., and another. Their Lordships of Supreme Court have referred to the Pay-Commission's report, referred to in 1964, II; LLJ, Page 645. The relevant portion is as follows:—
  - "As has already been noticed there is no dispute that the age of compulsory retirement should not remain at 55. The dispute is whether it should be fixed at 58 or at 60. It is interesting to refer in this conne ion to the information that has been collected by the Pay Commission (1957—59) as regards the pensionable ages prescribed under the pension Insurance schemes for employees generally or for Industrial employees and under social assistance or universal schemes in 48 countries in 1954. According to this the pensionable age is 70 in two countries, 67 in another two, 65 in twenty-four, 60 in seventeen, 55 in two and 50 in one. Thus out of 48 countries for which information was available it was found that in 45 countries the pensionable age was fixed at 60 or more. As the Pay Commission Report pointed out."
  - "This is particularly remarkable, considering that the countries differ widely in demographic constitution, levels of economic development, and c'imatic and social conditions; and it indicates a virtual unanimity of competent opinion that belonging the various factors—physiological, economic and social—that are relevant the normal working life should continue up to the age of 60, and may well 30 on up to 65 years."
  - 28. The Supreme Court has further observed as follows:—
    - "It is undoubtedly more usefu!, however and indeed essential for our present purpose to examine the trends in this matter in our own country and specially in the region in which the present dispute has arisen. In the delicate task of adjusting needs of the employees to the interests of the employers and what is even more important to the general interests of the country at large, industrial adjudication has to pay special attention to the prevailing practice in the industrial region concerned. If in any particular region employees have been successful in their claim for fixing the age of retirement at 60 this very success is bound to raise in others in the region similar expectations. Refusal of similar relief to them is likely to create discontent. It is the endeavour of industrial adjudication to prevent this. That is why on questions of age of retirement and hours of work and other similar matters industrial tribunals attach much weight to what has been done in other industrial concerns in the neighbourhood in recent times—whether by agreement or by adjudication."
- 29. The learned Advocate Shii Gadkari has relied on Ex. W/2 which is a comparative statement showing retirement age in the companies under reference, certain other insurance companies and commercial concerns in Bombay.
- 30. Out of 24 companies mentioned in the statement Ex. W/2 the retirement age is 60 in respect of 23 companies.
- 31. The companies have produced statement Ex. E/4 showing the present retirement age in each company. Out of 22 companies mentioned in the Ex. E/4, retirement age in Eagle Star Insurance Co. Ltd., Bombay is 60 years. The retirement age for males in respect of Home Insurance Co. is 60 years. The retirement age in respect of the New Zealand Insurance Co. Ltd., is 58 but there is a rule under which extension upto 60 years at the company's discretion can be given. Out of 19 remaining companies, the age of retirement is 55 years in the Legal and General Assurance Society Ltd. and 58 years in the remaining 18 companies. Some companies have got discretion to give extension beyond 58 years.
- 32. As there are 23 companies as mentioned in Ex. W/2, in which the retirement age of clerical and subordinate staff is 60 years, the employees working in the companies referred to in References Nos. CGIT-2/2 of 1968, CGIT-2/7 of 1968, CGIT-2/8 of 1968 and CGIT-2/11 of 1968 would feel dis-gruntled and dissatisfied, if their retirement age is not raised to 60 years and if they are asked to retire before the age of 60 years. This will disturb industrial peace and create unrest and dissatisfaction amongst the employees. In order that there should be industrial peace and satisfaction among the various employees working in this region, uniformity of retirement age has to be maintained. In order to maintain the same uniformity, it is absolutely necessary that the age of retirement of the

employees in the companies referred to in the above references should be fixed at 60 years.

- 33. The learned Advocate Shri Phadke contends that the companies in question are all India concerns and that changing the terms of service conditions in regard to retirement age in one place might unsettle the uniformity and might have serious repercussions in other branches
- 34. In the case between Dunlop Rubber Company (India) Ltd., and its workmen and others, reported in 1959, II, LLJ; Page 826; their Lordships of Supreme Court have observed as follows:—
  - "There is no doubt that in the case of an all-India concern it would be advisable to have uniform conditions of service throughout India and if uniform conditions prevail in any such concern, they should not be lightly changed. At the same time it cannot be forgotten that industrial adjudication is based, in this country at least on what is known as industry-cum-region basis and cases may arise where it may be necessary in following this principle to make changes even where the conditions of service of all India concern are uniform. Besides, however, desirable uniformity may be in the case of all-India concerns, the tribunal cannot abstain from seeking that fair conditions of service prevail in the industry with which it is concerned. If therefore any scheme, which may be uniformly in force throughout India in the case of an all-India concern, appears to be unfair and not in accord with the prevailing conditions in such matters, it would be the duty of the tribunal to make changes in the scheme to make it fair and bring it into line with the prevailing conditions in such matters, particularly in the region in which the tribunal is functioning irrespective of the fact that the demand is made by only a small minority of the workmen employed in one place out of the many where the all India concern carries on business."
- 35. One of the important point for consideration would be that the age of retirement can be confined to industry-cum-region basis. It has been held that Awards and agreements on the question of age of retirement clearly show that there is a consistent trend in Bombay Region to fix the retirement age of Clerical and Subordinate staff at 60 years
- 36. As there are number of concerns in Bombav Region where the age of retirement is 60, the contention of learned Advocate Shri Phadke that age of retirement in the companies, where the retirement age is below 60, should not be fixed at 60 on the ground that these concerns are all India concerns; can not be accepted. If this contention of Shri Phadke is accepted, it will create unrest, dissatisfaction amongst the employees. It will disturb the industrial peace. In the same Region on the principle of industry-cum-region basis, disparity in ages of retirement in different concerns cannot be allowed.
- 37. The learned Advocate Shri Phadke relies on the Award of Reserve Bank of India given by the Arbitrator Shri T. L. Venkatarama Aiyar, Refired Supreme Court Judge, published in the Gazette of India, dated 5th March, 1968. Part II: Section 3 (ii); pages 183 to 298.
- 38. It appears from the facts of the Award referred to above that the demand of the employees of the Reserve Bank of India was to raise their retirement age to 60 years. In considering this demand all previous Supreme Court rulings have been considered. The Arbitrator refused to raise the age of retirement having regard to the special position occupied by the Reserve Bank of India as distinct from commercial concerns and liberal character of superannuation benefits.
  - 39. It has been observed in paras. 18.4 and 18.5 of the Award as follows:-
    - "18.4. The result of the above authorities may thus be stated: Of the several relevant factors to be taken into account in fixing the age of retirement the industry-cum-region principle is one of the most important. The weight to be given to it in an all India concern, however, depends on the other factors and considerations. Another important factor to be taken into account is the existence of a scheme of superannuation benefits. Where it is liberal, that will be a ground for not raising the age. On an ultimate analysis, a decision on the question must turn on the facts and circumstances of each case."

- "18.5. What then are the facts of this case? We start with this that in the Bombay region, the age of retirement for workmen is in general 60 and that has been adopted by the commercial banks. As against this, the contention of the Bank is that it is not in the same situation as the commercial banks, that its pusiness activities and service conditions are more akin to those in the Central Government and that it is the rules in Government service that would be more appropriate and not those in commercial banks. It has been already pointed out that though the Reserve Bank does carry on banking business, its main and substantial work is sovereign in character. Even its banking activities are not comparable with those of commercial banks. Its customers are not members of public, but Central and State Goverrments, public bodies, con mercial banks and the like. Apart from this it is under a duty to secure monetary stability and has to take decisions on policies of an all-India character. Moreover its business is largely bound up with the work of the Government and this has led to the recruitment of a large number of temporary hands, as for example, in the implementation of Compulsory Deposit Scheme, Annuity Deposit Scheme and the like. The commercial banks have not, it is urged to face the problem of recruitment of a large number of temporary staff which the Reserve Bank has to do in carrying out the Government policies and it is argued that the unions are rather inconsistest in demanding at one breath that temporary hands should be made permanent within a year and at the same time claiming that the age of retirement should be raised to 60".
- 40. It is clear that on account of peculiar position occupied by the Reserve Bank of India and the liberal character of the superannuation benefits, the arbitrator refused to raise the retirement age to 60. In my opinion, the facts of the case of the Reserve Bank of India employees do not compare with the facts of this case. Further each case has to be decided on its own facts and merits.
- 41. The companies involved in various References are Insurance Companies i.e. commercial concerns. They are concerned with public, while the Reserve Bank of India is concerned with the Central and State Governments, public bodies, commercial banks and the like. It has no transactions with private individual.
- 42. Except in the case of Home Insurance Co., in reference No. CGIT-2/2 of 1968, the age of retirement in almost all companies is 58. In the case of Eagle Star Insurance Co. Ltd., in reference No. CGIT-2/4 of 1968, the retirement age is 60 years. The Home Insurance Co. as mentioned in Ex. E/4, has got provision to give extension to its employees at its discretion, beyond 60 years. As there is no uniformity among these companies, functioning in the same region, it is absolutely necessary to bring uniformity in the retirement age, by raising the age of retirement to 60 years
- 43. In the References before me the employees are not satisfied with the existing superannuation benefits and other benefits to which they are entitled. They have got a grievance regarding different ages of retirement in different companies. Except in the Home Insurance Co. there is no pension scheme in any other companies. Even though there is pension scheme, the Home Insurance Company gives extension to their employees beyond 60 years. As no pension scheme has been provided by other companies, there is justification for the employees' claim that their retirement age should be raised and fixed at 60 years.
- 44. The learned Advocate Shri Phadke says that wherever, the retirement age is 60, it should be maintained at 60 and wherever the retirement age is less, it may not be taken beyond 58. I am unable to accept the contention of Shri Phadke that wherever the retirement age is less it should not be raised beyond 58 years.
- 45. In Reference No. CGIT-2/7 of 1968, the employers contend that the retirement age prescribed by these companies is fair and reasonable, that there is no case for increasing the retirement age and that the same be not increased because the efficiency of the clerical staff declines from the age of 55 years and because the value of the service by such employees rapidly declines in relation to their employents. This contention raised by the employers cannot be accepted.
- 46. It is observed by their Lordships of the Supreme Court in Civil Appeal No. 845 of 1966 in the case between the workmen of Kettlewell Bullen & Co. Ltd. and the Kettlewell Bullen & Co. Ltd., dated 12th February, 1969 that the efficiency

of workmen does not get impaired till about 60 years. The relevant portion in respect of this observation is as follows:—

- "It is now-a-days fairly well recognised that life expectation has considerably increased in recent years and the rate of mortality has fallen considerably on account of better living condition, improved medical facilities and above all the extension of educational amenities. The result is that physical efficiency of workmen generally speaking is not deteriorated till about 60 years. Consequently there has in the last decade been a general trend to raise the age of retirement. This is so also in the case of employees in Government service and in the service of quasi-government concerns. In raising the age of retirement, apart from the fact that the efficiency of workmen does not get impaired till about 60 years, consideration is also paid to the fact that his needs are likely to be larger between the age of 50 and 60 years as it is during that span of life that he has to educate his children, marry his daughters and thus incur additional financial burden over and above the burden of maintenance of his family."
- 47. The companies in reference No. CGIT-2/7 of 1968 contend that if this Tribunal is inclined to increase the retirement age to 60 it should be pleased to prescribe adequate safeguards such as requiring the employee to attend if so required by the Company, before its Doctor in order to certify the fitness of the employee to continue in service and that similar provisions should be prescribed to permit the Companies to retire an employee earlier on medical ground before attaining the age of 58 years. I am unable to accept the stand of the companies.
- 48. If the companies are given discretion to retire any employee before the age of 58 or after 58 and before 60 years, discrimination is likely to be caused.
- 49. If some employees become inefficient and do not do work, the companies can take action against them for their inefficiency after holding departmental enquiry, following the rules and regulations. In my opinion, it is not necessary to make any provision as suggested by the companies to enable them to retire a person before 58 or at any time after the age of 58 and before 60 years.
- 50. As regards the other companies, their contention is that the retirement age is reasonable and that there is no case for increasing the retirement age of the employees.
- 51. In view of the changed circumstances and the fact that the retiring age is 60 years in many concerns it cannot be said that the present retiring age in these Insurance Companies is reasonable, and fair and that there is no case for increasing the retirement age.
- 52. In all Government services the age of retirement of subordinate stail, i.e. peons etc. is 60 years, though pension scheme is provided for them and better retirement benefits are available to them.
- 53. In short, considering the arguments of Shri Gadkari for the employees and Shri Phadke for the employers and having regard to the documentary evidence produced on record. I am of the view that the retirement age of all the employees in question should be fixed at 60 years.
- 54. The next point for consideration is from what date the refirement age should be fixed at 60 years.
- 55. The learned Advocate Shri Gadkari for the employees contends that the retirement age should be fixed at 60 years with retrospective effect
- 56. The learned Advocate Shri Phadke for the employers on the other hand contends that the retirement age should not be fixed with retrospective effect as it would create complications in the administration.
- 57. Generally, whenever the retirement age is fixed, it cannot be fixed with retrospective effect. It has to be fixed with effect from a particular date.
- 58. For the reasons given above, I am of the view that the retirement age should be fixed at 60 years with effect from 30th June. 1969. At the same time, the employees who are continued in service even after their old dates of retirement in various companies referred to above, on account of any undertaking given to the Tribunal or on account of any extension or any reason and who are in service on 30th June, 1969 should continue in service till they reach the age

of 60 years. These persons will be entitled to the benefits of revirement age fixed at 60 years.

59. In view of the above findings, I pass the following order:—

- The retirement age of the employees working in the Group office, Norwich Union Fire Insurance Society Limited, Scottish Union and National Insurance Company and Maritime Insurance Company Limited, Bombay is fixed at 60 years with effect from 30th June, 1969.
- 2. The retirement age of the employees working in 15 companies mentioned in the Schedule I to the Government of India, Ministry of Labour and Employment Order No. 74(15)/64-LRIV dated 7th October, 1964, Ref. No. CGIT-2/2 of 1368 is fixed at 60 years with effect from 30th June, 1969
- 3. The retirement age of the employees of the Eagle Star Insurance Co. Ltd., Bombay fixed at 60 years under the agreement dated 27th September, 1961 entered into between the company and its workmen is to continue (Ministry of Labour and Employment, Govt. of India Order No. 74(15)/64 LRIV. Pt. dated 23rd April, 1965, Reference No. CGIT-2/4 of 1968).
- 4. The retirement age of the employees in the Atlas Assurance Company Limited, Bombay, is fixed at 60 years with effect from 30th June, 1969. (Ministry of Labour and Employment, Government of India Order No. 74(14)/65-LRIV dated 9th September, 1965. Reference No. CGIT-2/8 of 1968).
- 5. The retirement age of the employees in the New Zealand Insurance Company, Limited, Bombay is fixed at 60 years with effect from 30th June 1969. (Ministry of Labour and Employment, Government of India Order No. 74(2)/66-LRIV dated 11th March, 1966, Reference No. CGIT-2/11 of 1968).
- 6. The employees in all the Companies referred to above, who are in service on 30th June, 1969 on any account, either on account of any undertaking given to the Tribunal, or on account of extension, or any reason etc. should continue in service and retire at the age of 60 (after the completion of the age of 60 years.)
- Part 1 Awards in References Nos. CGIT-2/2 of 1968, CGIT-2/4 of 1968, CGIT-2/8 of 1968 and CGIT-2/11 of 1968 in respect of demand regarding retirement age be made.
- 8. Award in respect of Reference No. CGIT-2/7 of 1968 be made.
- 9. No order as to costs.

(Sd.) N. K. VANI,

Presiding Officer,

Central Government Industrial Tribunal

No. 2, Bombay.

[No. 72/2/66-LRIV(LRI).]

S.O. 3189.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bombay, in the industrial dispute between the employers in relation to the Group Offices. Norwich Union Fire Insurance Society Limited, Scottish Union and National Insurance Company and Martime Insurance Company Limited, Bombay and their workmen, which was received by the Central Government on the 23rd July, 1969.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY.

REFERENCE No. CGIT-2/7 of 1968

Employers in Relation to the Group Offices, Norwich Union Fire Insurance Society Ltd., Scottish Union and National Insurance Company and Maritime Insurance Co. Ltd., Bombay

And Their workmen

PRESENT.

Shr: N. K. Vani, Presiding Officer.

#### APPEARANCES:

For the Employers:—Shri N. V. Phadke, Advocate, Shri P. K. Rele, Solicitor and Shri S. V. Mokashi, Labour Adviser.

For the Workmen:—Shri J. G. Gadkari, Advocate, Shri Madanmohan, Vice-President All India Insurance Employees Association and Shri K. S. B. Pillai, General Secretary, General Insurance Employees Union, Western Zone, Bombay.

INDUSTRY: General Insurance.

STATE: Maharashtra.

Bombay, dated the 1st July, 1969

#### AWARD

By order No. 70(11)/64-LRIV dated 10th August, 1965, the Government of India, in the Ministry of Labour Employment and Rehabilitation (Department of Labour and Employment) referred to the Central Government Industrial Tribunal, Bombay, for adjudication an industrial dispute existing between the employers in relation to the Group offices, Norwich Union Five Insurance Society Limited, Scottish Union and National Insurance Company and Maritime Insurance Company Limited, Bombay and their workmen in respect of the matter specified in the Schedule mentioned below:—

#### SCHEDULE

- (1) Whether the demand of the workmen in the group office Norwich Union Fire Insurance Society Limited, Scottish Union and National Insurance Company and Martime Insurance Company Limited for raising the retirement age from 58 to 60 years is justified?
- (2) If so, to what extent and from which date it should take effect?
- 2. Later on, by order No. 22/8/68-LRIII dated 25th November, 1968, the Central Government transferred this reference to this Tribunal No. 2, for adjudication.
- 3. On 27th September, 1965, Shri K. S. B. Pillal, General Secretary of the General Insurance Employees' Union, Bombay on behalf of the workmen has filed written statement at Ex. W/1. It is contended that the existing age of retirement in the companies under reference at 58 be fixed at 60, that the companies in question have ample capacity to pay and to bear the burden that would be invloved due to this demand, that there is consistent trend in the Bombay Region to fix the retirement age for clerical and subordinate staff at 60, that the Normus Committee has also expressed the opinion that the retirement age for workmen in all incustries should be fixed at 60, that longivity of life in the country is increasing, that the employees are keeping better health on account of medical facilities available to them, that the employees' demand for fixing the retirement age at 60 is justified, reasonable and modest and that the same be granted.
- 4. The employers in relation to the group office, Norwich Union Fire Insurance Society Ltd., Scottish Union and National Insurance Co. and Maritime Insurance Co. Ltd., Bombay i.e. the Insurance Companies concerned in this reference (inerinafter referred to as 'the companies') have filed written statement at Ex. E/1 on 21th Sentember 1965. It is contended that the past experience shows that the efficiency of the clerical staff declines from the age of 55, that the value of the services of such employees rapidly decline in relation to their emoluments, that the retirement age prescribed by the companies is fair and reasonable, that the Union's demand for raising the age of retirement is unreasonable and that the same be rejected. It is also contended that in any event the Tribunal should be pleased to prescribe adequate safeguards such as requiring the employee to attend if so required by the Company, before its doctor in order to certify the fitness of the employee to continue in service. Similar provisions should be prescribed to permit the Companies to retire an employee earlier on medical ground before attaining the age of 58 years.
- 5. The companies have filed rejoinder at Ex. E/2 on 17th November, 1965. By this received the companies denied the allegations made by the Union in its written statement Ex. W/1 and reiterated their stand taken in the written statement Ex. E/1.
- 6. The General Insurance Employees' Union, Bombay has produced a statement showing the existing retirement age in the companies under reference and certain other insurance companies and commercial concerns in Bombay, in all 24, at Ex. W/2. Out of 24 companies, the retirement age in 23 companies is 60 years.

- 7. The companies have produced a statement at Ex. E/3 showing the age of retirement existing in certain Insurance Companies in Bombay. Another statement showing the retirement age existing in the companies concerned in references Nos. CGIT-2/2 of 1968, CGIT-2/4 of 1968, CGIT-2/7 of 1968 CGIT-2/8 of 1968, and CGIT-2/11 of 1968 is produced at Ex. E/4. Another statement giving information regarding the date on which the Government of India referred the Industrial Disputes of M/s South British Insurance Co. Ltd., Bombay and other Companies for adjudication by the Tribunal and the dates of retrospective effect, if any agreed between the parties to the Award of the Tribunal, is produced at Ex. E/5. The companies have produced statement Ex. E/6 which gives particulars of workmen who retired (at age below 60) from the service of the Companies during the pendency of the above references.
- 8. Reference No. CGIT-2/3 of 1968 between the same parties as in Reference No. 7/68 was made to the Tribunal for adjudicating 17 demands. In those 17 demands, the demand regarding raising the age of retirement to 60 had remained to be made. Hence separate reference No. CGIT-2/7 of 1968 in respect of retirement age was made to the Tribunal.
- 9. In reference No. CGIT-2/2 of 1968 there is disput<sub>C</sub> about 26 demands including the demand regarding retirement age (Demand No. 11) between the employees and 15 companies as mentioned in Schedule I in that reference.
- 10. In Reference No. CGIT-2/4 of 1968 there is dispute about 26 demands including the demand regarding retirement age (Demand No. 11) between the employees and M/s Eagle Star Insurance Co. Ltd.
- 11. In Reference No. CGIT-2/8 of 1968 there is dispute about 26 demands including the demand regarding the retirement age (Demand No. 11) between the employees and M/s Atlas Assurance Company Limited, Bombay.
- 12. In Reference No. CGIT-2/11 of 1968 there is dispute about 26 demands including the retirement age (Demand No. 11) between the employees and M/s New Zealand Insurance Co. Ltd., Bombay.
- 13. References Nos. CGIT-2/2 of 1968, CGIT-2/4 of 1968, CGIT-2/8 of 1968 and CGIT-2/11 of 1968 in respect of demand regarding retirement age only are heard together alongwith reference No. CGIT-2/7 of 1968, which is in respect of retirement age only.
- 14. At the cutset it may be noted that in Reference No. CGIT-2/4 of 1968 between M/s Fagle Star Insurance Co. Ltd., Bombay and the General Insurance Employees' Union, representing the workmen of the said company, the dispute regarding retirement age should not have been raised because as a result of the agreement dated 27th September. 1961 entered into between the company and the workmen, the retirement age in the company has already been fixed at 60 years. This is clear from para. 30 of the written statement filed by M/s Eagle Star Insurance Company Ltd., Bombay on 28th April, 1966 in reference No. CGIT-2/4 of 1968 (old Reference No. CGIT-33 of 1965 before the Central Covernment Industrial Tribunal, Bombay).
- 15. The dispute regarding raising the age of retirement to 60 is between the employees and the companies involved in References Nos. CGIT-2/2 of 1968, CGIT-2/7 of 1968, CGIT-2/8 of 1968 and CGIT-2/11 of 1968.
- 16. The important point for consideration is whether the damand of the workmen in references Nos. CGIT-2/2 of 1968, CGIT-2/7 of 1968, CGIT-2/8 of 1968 and CGIT-2/11 of 1968 for raising the retirement age from 58 to 60 years is justified.
  - 17. My finding on this point is in the affirmative for the following reasons:—
- 18. The learned advocate Shri Gadkari for the employees contends that there is consistent trend in the Bombay Region to fix the retirement age at 60. In support of his contention he relies on the ruling reported in 1964, II, LLJ, Page 644 in the case between Talang G.M. and others Versus Shaw Wallace & Co. Ltd., and another.
- 19. Shri Phadke, learned advocate for the companies contends that there is no law that in Bombay Region the retirement age should be fixed at 60 years.
- 20. It is true that there is no law which says that age of clerical and subordinate staff working in Bombay Region, in various concerns shou'd be fixed at 60 years, but there is a trend in Bombay Region to fix the retirement age of the

employees at 60 years. This trend has been recognised by various Tribunals and also by the Supreme Court of India.

- 21. In the case between Imperial Chemical Industries (India) (Private) Ltd., Bembay and its workmen, reported in the 1960, II. LLJ, Page 716, where Tribunal raised the age of retirement from 55 to 58, both parties appealed to the Supreme Court. The Supreme Court has observed that the evidence on record strongly suggests almost a uniform tendency in Bombay to fix the age of retirement at 60 and not at 55.
- 22. It is observed by their Lordships of the Supreme Court in the above mentioned case on page 720 as follows:—
  - "As this Court pointed out in the case of Dunlop Company (Supra), the recent trend in the Bombay area clearly appears to be to fix the age of retirement at 60. That being so, we see no reason why the age of retirement of the workmen in the present appeal should not be similarly fixed."
- 23. In the case of Talang (G.M.) and others and Shaw Wallace & Co. Ltd. and another, reported in 1964, II, LLJ, page 644, it is observed by their lordships of Supreme Court as follows:—
  - "As observed in the two decisions in 1960-II, LLJ, 716 and 1959-II, LLJ, 826 the trend in the Bombay Region is to fix the age of retirement at 60 years"
- 24. There could not be any doubt from the various rulings of the Supreme Court, that the Supreme Court has recognised the trend in Bombay Region to fix the age of r-tirement at 60 years. Hence, even though, there is no rule or law which lays down that the age of the employees of Bombay Region should be fixed at 60 years, stil' the trend prevailing in Bombay Region fixing the retirement age at 60 years has to be recognised. Hence the contention raised by Shri Phadke, learned Advocate for the companies cannot be accepted.
- 25. The learned Advocate Shri Gadkari relies on the report of the Normus Committee, referred to in 1964. II. LLJ. Page 647 in the case between Talang (G.M.) and another and Shaw Wallace & Co. Ltd., and another. It is as follows:—
  - "After taking into consideration the views of the earlier committees and commissions including those of the Second Pay Commissions the report of which has been released recently, we feel that the retirement age for workmen in all industries should be fixed at 60. Accordingly, the norm for retirement age is fixed at 60."
- 26. The opinion of the Normus Committee referred to above clearly supports the view that the retirement age of clerical and subordinate staff should be fixed at 60 years.
- 27. In the case between Talang (GM) and others and Shaw Wallace & Co. Ltd., and another, Their Lordships of Supreme Court have referred to the Pay Commission's report, referred to in 1964, II. LLJ, Page 645 The relevant portion is as follows:—
  - "As has already been noticed, there is no dispute that the age of compulsory retirement should not remain at 55. The dispute is whether it should be fixed at 58 or at 60. It is interesting to refer in this connection to the information that has been collected by the Pay Commission (1957—59) as regards the pensionable ages prescribed under the pension Insurance schemes for employees generally or for Industrial employees and under social assistance or universal schemes in 48 countries in 1954. According to this the pensionable age is 70 in two countries: 67 in another two; 65 in twenty-four, 60 in seventeen, 55 in two and 50 in one. Thus out of 48 countries for which information was available it was found that in 45 countries the pensionable age was fixed at 60 or more. As the Pay Commission Report pointed out—
  - "This is particularly remarkable, considering that the countries differ widely in demographic constitution levels of economic development,

and climatic and social conditions; and it indicates a virtual unanimity of competent opinion that balancing the various factors-physiological, economic and social-that are relevant the normal working life should continue up to the age of 60, and may well go on up to 65 years."

- 28. The Supreme Court has further observed as follows:-
  - 'It is undoubtedly more useful, however and indeed essential for our present purpose to examine the trends in this matter in our own country and specially in the region in which the present dispute has arisen. In the delicate task of adjusting needs of the employees to the interests of the employers and what is even more important to the general interests of the country at large, industrial adjudication has to pay special attention to the prevailing practice in the industrial region concerned. If in any particular region employees have been successful in their claim for fixing the age of retirement at 60 this very success is bound to raise in others in the region similar expectations. Refusal of similar relief to them is likely to create discontent. It is the endcavour of industrial adjudication to prevent this. That is why on questions of age of retirement and hours of work and other similar matters industrial tribunals attach much weight to what has been done in other industrial concerns in the neighbourhood in recent times—whether by agreement or by adjudication.'
- 29. The learned Advocate Shri Gadkari has relied on Ex. W/2 which is a comparative statement showing retirement age in the companies under reference, certain other insurance companies and commercial concerns in Bombay.
- 30. Out of 24 companies mentioned in the statement Ex. W/2 the retirement age is 60 in respect of 23 companies.
- 31. The companies have produced statement Ex. E/4 showing the present retirement age in each company. Out of 22 companies mentioned in the Ex. E/4, retirement age in Eagle Star Insurance Co. Ltd., Bombay is 60 years. The retirement age for males in respect of Home Insurance Co. is 60 years. The retirement age in respect of the New Zealand Insurance Co. Ltd., is 58 but there is a rule under which extension upto 60 years at the company's discretion can be given Out of 19 remaining companies, the age of retirement is 55 years in the Legal and General Assurance Society Ltd, and 58 years in the remaining 18 companies. Some companies have got discretion to give extension beyond 58 years.
- 32. As there are 23 companies as mentioned in Ex. W/2, in which the retirement age of cierical and subordinate staff is 60 years the employees working in the companies referred to in References Nos. CGIT-2/2 of 1968, CGIT-2/7 of 1968, CGIT-2/8 of 1968 and CGIT-2/11 of 1968 would feel disgruntled and dis-satisfied, if their retirement age is not raised to 60 years and if they are asked to retire before the age of 60 years. This will disturb industrial peace and create unrest, and dis-satisfaction amongst the employees. In order that there should be industrial peace and satisfaction among the various employees working in this region, uniformity of retirement age has to be maintained. In order to maintain the same uniformity, it is absolutely necessary that the age of retirement of employees in the companies referred to in the above references should be fixed at 60 years.
- 33. The learned Advocate Shri Phadke contends that the companies in question are all India concerns and that changing the terms of service conditions in regard to retirement age in one place might unsettle the uniformity and might have scrious repercussions in other branches.
- 34. In the case between Dunlop Rubber Company (India) Ltd., and its workmen and others, reported in 1959, II, LLJ, Page 826, their Lordships of Supreme Court have observed as follows:-
  - "There is no doubt that in the case of an all-India concern it would be advisable to have uniform conditions of service throughout. India and if uniforn conditions prevail in any such concern, they should not be lightly changed. At the same time it cannot be forgotton that industrial adjudication is based in this country at least, on what is known as industry-cum-region barr, as it dates may sause where

it may be necessary in following this principle to make changes even where the conditions of service of all India concern are uniform. Besides, however, desirable uniformity may be in the case of all-India concerns, the tribunal cannot abstain from seeking that fair conditions of service prevail in the industry with which it is concerned. If therefore any scheme, which may be uniformly in force throughout India in the case of an all-India concern, appears to be unfair and not in accord with the prevailing conditions in such matters, it would be the duty of the tribunal to make changes in the scheme to make it fair and bring it into line with the prevailing conditions in such matters, particularly in the region in which the tribunal is functioning irrespective of the fact that the demand is made by only a small minority of the workmen employed in one place out of the many where the all India concern carries on business."

- 35. One of the important point for consideration would be that the age of retirement can be confined to industry-cum-region basis. It has been held that Awards and agreements on the question of age of retirement clearly show that there is a consistent trend in Bombay Region to fix the retirement age of Clerical and Subordinate staff at 60 years.
- 36. As there are number of concerns in Bombay Region where the age of retirement is 60, the contention of learned Advocate Shri Phadke that age of retirement in the companies, where the retirement age is below 60, should not be fixed at 60 on the ground that these concerns are all India concerns; cannot be accepted. If this contention of Shri Phadke is accepted, it will create unrest, dissatisfaction amongst the employees. It will disturb the industrial peace. In the same Region on the principle of industry-cum-region basis, disparity in ages of retirement in edifferent concerns cannot be allowed.
- 37. The learned Advocate Shri Phadke relies on the Award of Reserve Bank of India given by the Arbitrator Shri T. L. Venkatarama Aiyar, Retired Supreme Court Judge, published in the Gazette of India, dated 5th March 1968, Part II; Section 3 (ii), pages 183 to 298.
- 38. It appears from the facts of the Award referred to above that the demand of the employees of the Reserve Bank of India was to raise their retirement age to 60 years. In considering this demand all previous Supreme Court rubugs have been considered. The Arbitrator refused to raise the age of retirement having regard to the special position occupied by the Reserve Bank of India as distinct from commercial concerns and liberal character of superannuation benefits.
  - 39. It has been observed in paras, 18.4 and 18.5 of the Award as follows: --
    - '18.4. The result of the above authorities may thus be stated. Of the several relevant factors to be taken into account in fixing the age of redirement, the industry-cum-region principle is one of the most important. The weight to be given to it in an all India concern, however, depends on the other factors and considerations. Another important factor to be taken into account is the existence of a scheme of superantuation benefits. Where it is liberal, that will be a ground for not raising the age. On an ultimate analysis, a decision on the question must turn on the facts and circumstances of each case.
    - "18 5 What then are the facts of this case? We start with this that in the Bombay region, the age of retirement for workmen is in general 60 and that has been adopted by the commercial banks. As against this, the contention of the Bank is that it is not in the same situation are more akin to those in the Central Government and that it is the rules in Government service that would be more appropriate and not those in commercial banks. It has been already pointed out that though the Reserve Bank does carry on banking business, its main and substantial work is sovereign in character. Even its banking activities are not comparable with those of commercial banks. Its customers are not members of public, but Central and State Governments, public bodies, commercial banks and the like. Apart from this, it is under a duty to secure monetary stability and has to take decisions on policies of an all-India character. Moreover its business is largely bound up with the work of the Government and this has led to the recruitment

of a large number of temporary hands, as for example, in the implementation of Compulsory Deposit Scheme, Annuity Deposit Scheme and the like. The commercial banks have not, it is urged to face the problem of recruitment of a large number of temporary staff which the Reserve Bank has to do in carrying out the Government policies and it is argued that the unions are rather inconsistent in demanding at one breath that temporary hands should be made permanent within a year and at the same time claiming that the age of retrement should be raised to 60".

- 40. It is clear that on account of peculiar position occupied by the Reserve, Bank of India and the liberal character of the superannuation beneats, the arbitrator refused to raise the retirement age to 60. In my opinion, the facts of the case of the Reserve Bank of India employees do not compare with the facts of this case. Further each case has to be decided on its own facts and merits.
- 41. The companies involved in various References are Insurance Companies i.e. commercial concerns. They are concerned with public, while the Reserve Bank of India is concerned with the Central and State Governments, public bodies, commercial banks and the like. It has no transactions with private individual.
- 42. Except in the case of Home Insurance Co., in reference No. CGIT-2/2 of 1968, the age of retirement in almost all companies is 58. In the case of Eagle Star Insurance Co. Ltd., in reference No CGIT-2/4 of 1968, the retirement age is 60 years. The Home Insurance Co. as mentioned in Ex E/4, has got provision to give extension to its employees at its discretion, beyond 60 years. As there is no uniformity among these companies, functioning in the same region, it is absolutely necessary to bring uniformity in the retirement age, by raising the age of retirement to 60 years.
- 43. In the Reference before me the employees are not satisfied with the existing superannuation benefits and other benefits to which they are entitled. They have got a grievance regarding different ages of retirement in different companies. Except in the Home Insurance Co. there is no pension scheme in any other companies. Even though there is pension scheme, the Home Insurance Company gives extension to their employees beyond 60 years. As no pension scheme has been provided by other companies, there is justification for the employees' claim that their retirement age should be raised and fixed at 60 years.
- 44. The learned Advocate Shri Phadke says that wherever, the retirement age is 60, it should be maintained at 60 and wherever the retirement age is less, it may not be taken beyond 58. I am unable to accept the contention of Shri Phadke that wherever the retirement age is less it should not be raised beyond 58 years.
- 45. In Reference No. CGIT-2/7 of 1968, the employers contend that the retirement age prescribed by these companies is fair and reasonable, that there is no case for increasing the retirement age and that the same be not increased because the efficiency of the clerical staff declines from the age of 55 years and because the value of the service by such employees rapidly declines in relation to their emoluments. This contention raised by the employers cannot be accepted.
- 46. It is observed by their Lordships of the Supreme Court in Civil Appeal No. 845 of 1966 in the case between the workmen of Kettlewell Bullen & Co. Ltd., and the Kettlewell Bullen & Co. Ltd., dated 12th February 1969 that the efficiency of workmen does not get impaired till about 60 years. The relevant portion in respect of this observation is as follows:—
  - "It is now-a-days fairly well recognised that life expectation has considerably increased in recent years and the rate of mortality has fallen considerably on account of better living condition, improved medical facilities and above all the extension of educational amenities. The result is that physical efficiency of workmen generally speaking is not determined till about 60 years. Consequently there has in the last decade been a general trend to raise the age of retirement. This is so also in the case of employees in Government service and in the service of quasi-government concerns. In raising the age of retirement apart from the fact that the efficiency of workmen does not get impaired till about 60 years, considerations is also paid to the fact that his needs are likely to be larger between the age of 50 and 60 years as it is during that span of life that he has to educate his children, marry his daughters and thus incur additional financial burden over and above the burden of maintenance of his family."

- 47. The companies in reference No. CGIT-2/7 of 1968 contend that if this Tribunal is inclined to increase the retirement age to 60 it should be pleased to-prescribe adequate safeguards such as requiring the employee to attend if so required by the Company, before its Doctor in order to certify the fitness of the employee to continue in service and that similar provisions should be prescribed to permit the Companies to retire an employee earlier on medical ground before attaining the age of 58 years. I am unable to accept the stand of the companies.
- 48. If the companies are given discretion to retire any employee before the age of 58 or after 58 and before 60 years, discrimination is likely to be caused.
- 49. If some employees become inefficient and do not do work, the companies can take action against them for their inefficiency after holding departmental enquiry, following the rules and regulations. In my opinion, it is not necessary to make any provision as suggested by the companies to enable them to retire a person before 58 or at any time after the age of 58 and before 60 years.
- 50. As regards the other companies, their contention is that the retirement age is reasonable and that there is no case for increasing the retirement age of the employees.
- 51. In view of the changed circumstances and the fact that the retiring age is 60 years in many concerns it cannot be said that the present retiring age in these Insurance Companies is reasonable and fair and that there is no case for increasing the retirement age.
- 52. In all Government services the age of retirement of subordinate staff, i.e., peons etc., is 60 years, though pension scheme is provided for them and better retirement benefits are available to them.
- 53. In short, considering the arguments of Shri Gadkari for the employees and Shri Phadke for the employers and having regard to the documentary evidence produced on record, I am of the view that the retirement age of all the employees in question should be fixed at 60 years.
- 54. The next point for consideration is from what date the retirement age should be fixed at 60 years.
- 55. The learned Advocate Shri Gadhari for the employees contends that the retirement age should be fixed at 60 years with retrospective effect.
- 56. The learned Advocate Shri Phadke for the employers on the other hand contends that the retirement age should not be fixed with retrospective effect as it would create complications in the administration.
- 57. Gennerally, whenever the retirement age is fixed, it cannot be fixed with retrospective effect. It has to be fixed with effect from a particular date.
- 58 For the reasons given above, I am of the view that the retirement age should be fixed at 60 years with effect from 30th June 1969. At the same time, the employees who are continued in service even after their old dates of retirement in various companies referred to above, on account of any undertaking given to the Tribunal or on account of any extension or any reason and who are in service on 30th June 1969 should continue in service till they reach the age of 60 years. These persons will be entitled to the benefits of retirement age fixed at 60 years
  - 59. In view of the above findings, I pass the following order:—

#### ORDER

- The retirement age of the employees working in the Group Office, Norwich Union Fire Insurance Society Limited, Scottlsh Union and National Insurance Company and Maritime Insurance Company Limited, Bombay is fixed at 60 years with effect from 30th June 1969.
- The retirement age of the employees working in 15 companies mentioned in the Schedule I to the Government of India, Ministry of Labour and Employment Order No. 74(15)/64-LRIV dated 7th October 1964, Ref. No. CGIT-2/2 of 1968 is fixed at 60 years with effect from 30th June 1969.
- 3 The retirement age of the employees of the Eagle Star Insurance Co. Ltd., Bombay fixed at 60 years under the agreement dated 27th August 1961 entered into between the company and its workmen is to continue. (Ministry of Labour and Employment, Govt. of India Order No. 74(15)/, 64-LRIV Pt. dated 23rd April 1965, Reference No. CGIT-2/4, of 1968).

- 4. The retirement age of the employees in the Atlas Assurance Company Limited, Bonchay, is fixed at 60 years with effect from 30th June 1966 (Ministry of Labour and Employment, Govt. of India Order No. 74(14) 65-LRIV dated 9th September 1965, Reference No. CGIT-2/8 of 1968).
- 5. The retirement age of the employees in the New Zealand Insurance Company, Limited, Bombay is fixed at 60 years with effect from 30th June 1969. (Ministry of Labour and Employment, Government of India, Order No. 74(2)/66-LRIV dated 11th March 1966, Reference No. CGIT-2/11 of 1968).
- 6. The employees in all the Companies referred to above, who are in service on 30th June 1969 on any account, either on account of any undertaking given to the Tribunal, or on account of extension, or any reason etc. should continue in service and retire at the age of 60 (after the completion of the age of 60 years.)
- Part I Awards in References Nos. CGIT-2/2 of 1968, CGIT-2/4 of 1968, CGIT-2/8 of 1968 and CGIT-2/11 of 1968 in respect of demand regarding retirement age be made.
- 8. Award in respect of Reference No. CGIT-2/7 of 1968 be made.
- 9. No order as to costs.

(Sd.) N. K. VANI, Presiding Officer,

Central Govt. Industrial Tribunal No. 2, Bombay. [No. 70(11)/64-LRIV (LRI).]

S.O. 3190.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bombay, in the industrial dispute between the employers in relation to the Atlas Assurance Company Limited, Bombay and their workmen, which was received by the Central Government on the 23rd July, 1969.

# BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2,

REFERENCE No. CGIT-2/8 of 1968

Employers in relation to M/s. Atlas Assurance Company Ltd.,

AND

Their workmen.

### PRESENT:

Shri N. K. Vani, Presiding Officer,

#### APPEARANCES:

For the Employers—Shri N. V. Phadke, Advocate Shri P. K. Rele, Solicitor and Shri S. V. Mokashi, Labour Adviser.

For the workmen—Shri J. G. Gadkari, Advocate Shri Madan Mohan, Vice-President, All India Insurance Employees' Association and Sari K. S. B. Pillai, General Secretary, General Insurance Employees' Union, Western Zone, Bombay.

INDUSTRY: General Insurance.

STATE: Maharashtra.

Bombay, dated the 1st July, 1969

### AWARD

By Order No. 74(14)/65/LRIV dated 9th September 1965, the Government of India, in the Ministry of Labour and Employment referred to the Central Government Industrial Tribunal, Bombay for adjudication, an industrial dispute existing between the employers in relation to M/s. Atlas Assurance Company Limited, Bombay and their workmen represented by the General Insurance Employees' Union in respect of the matter specified in the Schedule.

2. Out of 26 demands mentioned in the Schedule, demand No. 11 is as follows: "XI. Retirement Age

"The age of retirement of an employee shall be 60 years."

- 3. Later on by Order No. 22/8/68-LRIII dated 25th November 1968, the Central Government transferred this reference to this Tribunal No. 2 for adjudication.
- 4. The facts of this case in respect of demand No. 11 regarding Retirement Age are mentioned in detail in Reference No. CGIT-2/7 of 1968.
- 5. For reasons given in my judgment in reference No. CGIT-2/7 of 1968 on the demand regarding retirement age, I fix the retirement age of the employees working in this company at 60 years with effect from 30th June 1969.
- 6. The employees who are continued in service even after their old dates of retirement on any account and who are in service on 30th June 1969 should continue in service till they reach and complete the age of 60 years. These persons will be entitled to the benefits of retirement age fixed at 60 years.
  - 7. In view of the above finding, I pass the fellowing order:-

#### ORDER

- 1. The retirement age of the employees working in this company is fixed at 60 years with effect from 30th June 1969.
- 2. The employees who are in service on 30th June 1969 on any account (either on account of any undertaking given to the Tribunal or on account of extension etc.) should continue in service and retire after the completion of 60 years.
- 3. Award Part I in respect of retirement age is made.
- A copy of the judgement in Reference No. CGIT-2/7 of 1968 is to form part of this Award.
- 5. No order as to costs.

(Sd.) N. K. Vani,
Presiding Officer,
Central Govt., Industrial Tribunal,
No. 2, Bombay.

STATE: Maharashtra.

# BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 BOMBAY

REFERENCE No. CGIT-2/7 of 1968

Employers in relation to the Group Offices. Norwich Union Fire Insurance Society Ltd., Scottish Union and National Insurance Company and Maritime Insurance Co. Ltd., Bombay.

AND

Their Workmen.

PRESENT:

Shri N. K. Vani, Presiding Officer.

#### APPEARANCES:

For the Employers.—Shri N. V. Phadke, Advocate, Shri P. K. Rele. Solicitor and Shri S. V. Mokashi, Labour Adviser.

For the Workmen.—Shri J. G. Gadkari, Advocate, Shri Madanmohan, Vice-President All India Insurance Employees Association, and Shri K. S. B. Pil'ai, General Secretary, General Insurance Employees Union, Western Zone, Bombay,

INDUSTRY: General Insurance.

Bombay, dated the 1st July, 1969

# AWARD

By order No. 70(11)/64-LRIV, dated 10th August 1965, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of

Labour and Employment) referred to the Central Government Industrial Tribunal, Bombay, for adjudication an industrial dispute existing between the employers in relation to the Group offices, Norwich Union Fire Insurance Society Limited, Scottish Union and National Insurance Company and Maritime Insurance Company Limited, Bombay and their workmen in respect of the matter specified in the Schedule mentioned below:—

#### SCHEDULE

- (1) Whether the demand of the workmen in the group office Norwich Union Fire Insurance Society Limited, Scottish Union and National Insurance Company and Maritime Insurance Company Limited for raising the retirement age from 58 to 60 years is justified?
- (2) If so, to what extent and from which date it should take effect?
- 3. On 27th September 1965, Shri K. S. B. Pillai, General Secretary of the General Government transferred this reference to this Tribunal No. 2, for adjudication.
- 3. On 27th September 1965, Shri K. S. B. Pillai, General Secretary of the General Insurance Employees' Union, Bombay on behalf of the workmen has filed written statement at Ex. W/1. It is contended that the existing age of retirement in the companies under reference at 58 be fixed at 60, that the companies in question have ample capacity to pay and to bear the burden that would be involved due to this demand, that there is consistent trend in the Bombay Region to fix the retirement age for clerical and subordinate staff at 60, that the Normus Committee has also expressed the opinion that the retirement age for workmen in all industries should be fixed at 60, that longivity of life in the country is increasing, that the employees are keeping better health on account of medical facilities available to them, that the employees' demand for fixing the retirement age at 60 is justified, reasonable and modest and that the same be granted.
- 4. The employers in relation to the group office, Norwtch Union Fire Insurance Society Ltd., Scottish Union and National Insurance Co. and Maritime Insurance Co. Ltd., Bombay i.e. the Insurance Companies concerned in this reference (hereinafter referred to as 'the companies') have filed written statement at Ex. E/1 on 21st September 1965. It is contended that the past experince shows that the efficiency of the clerical staff declines from the age of 55, that the value of the services of such employees rapidly decline in relation to their emoluments, that the retirement age prescribed by the companies is fair and reasonable, that the Union's demand for raising the age of retierment is unreasonable and that the same be rejected. It is also contended that in any event the Tribunal should be pleased to prescribe adequate safeguards such as requiring the employee to attend if so required by the Company, before its doctor in order to certify the fitness of the employee to continue in service. Similar provisions should be prescribed to permit the Companies to retire an employee earlier on medical ground before attaining the age of 58 years.
- 5. The companies have filed rejoinder at Ex. E/2 on 17th November 1965. By this rejoinder the companies denied the allegations made by the Union in its written statement Ex. W/1 and reiterated their stand taken in the written statement Ex. E/1.
- 6. The General Insurance Employees' Union, Bombay has produced a statement showing the existing retirement age in the companies under reference and certain other insurance companies and commercial concerns in Bombay, in all 24, at Ex. W/2. Out of 24 companies, the retirement age in 23 companies is 60 years.
- 7. The companies have produced a statement at Ex. E/3 showing the age of retirement existing in certain Insurance Companies in Bombay. Another statement showing the retirement age existing in the companies concerned in reference Nos. CGIT12/2 of 1968. CGIT-2/4 of 1968. CGIT-2/7 of 1968, CGIT-2/8 of 1968, and CGHT-2/11 of 1968 is produced at Ex. E/4. Another statement giving information regarding the date on which the Government of India referred the Industrial Disputes of Ms. South British Insurance Co. Ltd. Bombay and other Companies for adjudication by the Tribunal and the dates of retrospective effect, if any agreed between the parties to the Award of the Tribunal, is produced at Ex. E/5. The companies have produced statement Ex. E/6 which gives partculars of workmen who retired (at age below 60) from the service of the Companies during the pendency of the above references.

- 8. Reference No. CGIT-2/3 of 1968 between the same parties as in Reference No. 7/68 was made to the Tribunal for adjudicating 17 demands. In these 17 demands, the demand regarding raising the age of retirement to 60 had remained to be made. Hence separate reference No. CGIT-2/7 of 1968 in respect of retirement age was made to the Tribunal.
- 9. In reference No. CGIT-2/2 of 1968 there is dispute about 26 demands including the demand regarding retirement age (Demand No. 11) between the employees and 15 companies as mentioned in Schdule I in that reference.
- 10. In Reference No. CGIT-2/4 of 1968 there is dispute about 26 demands including the demand regarding retirement age (Demand No. 11) between the employees and M/s. Eagle Star Insurance Co. Ltd.
- 11. In Reference No. CGIT-2/8 of 1968 there is dispute about 26 demands including the demand regarding the retirement age (Demand No. 11) between the employees and M/s. Atlas Assurance Company Limited, Bombay.
- 12. In Reference No. CGIT-2/11 of 1968 there is dispute about 26 demands including the retirement age (Demand No. 11) between the employees and M/s. New Zealand Insurance Co. Ltd., Bombay.
- 13. Reference Nos. CGIT-2/2 of 1968, CGIT-2/4 of 1968, CGIT-2/8 of 1968 and CGIT-2/11 of 1968 in respect of demand regarding retirement age only are heard together alongwith reference No. CGIT-2/7 of 1968, which is in respect of retirement age only.
- 14. At the outset, it may be noted that in Reference No. CGIT-2/4 of 1968 between M/s. Eagle Star Insurance Co. Ltd., Bombay and the General Insurance Employees' Union, representing the workmen of the said company, the dispute regarding retirement age should not have been raised because as a result of the agreement, dated 27th September 1961, entered into between the company and the workmen, the retirement age in the company has already been fixed at 60 years. This is clear from para, 30 of the written statement filed by M/s. Eagle Star Insurance Company Ltd., Bombay on 28th April 1966, in reference No. CGIT-2/4 of 1968 (old Reference No. CGIT-33 of 1965 before the Central Government Industrial Tribunal, Bombay).
- 15. The dispute regarding raising the age of retirement to 60 is between the employees and the companies involved in Reference Nos. CGIT-2/2 of 1968, CGIT-2/7 of 1968, CGIT-2/8 of 1968 and CGIT-2/11 of 1968.
- 16. Th important point for consideration is whether the demand of the workman in references Nos. CGIT-2/2 of 1968, CGIT-2/7 of 1968, CGIT-2/8 of 1968 and CGIT-2/11 of 1968 for raising the retirement age from 58 to 60 years is justified.
  - 17. My finding on this point is in the affirmative for the following reasons:-
- 18. The learned advocate Shri Gadkari for the employees contends that there is consistent trend in the Bombay Region to fix the retirement age at 60. In support of his contention he relies on the ruling reported in 1964, II, LLJ, Page 644 in the case between Talang G.M. and others Versus Shaw Wallace & Co. Ltd., and another.
- 19. Shri Phadke, learned advocate for the companies contends that there is no law that in Bombay Region the retirement age should be fixed at 60 years.
- 20. It is true that there is no law which says that age of clerical and subordinate staff working in Bombay Region, in various concerns should be fixed at 60 years, but there is a trend in Bombay Region to fix the retirement age of the employees at 60 years. This trend has been recognised by various Tribunals and also by the Supreme Court of India.
- 21. In the case between Imperial Chemical Industries (India) (Private) Ltd., Bombay and its workmen, reported in the 1960, II, LLJ; Page 716; where the Tribunal raised the age of retirement from 55 to 58; both parties appealed to the Supreme Court. The Supreme Court has observed that the evidence on record strongly suggests almost a uniform tendency in Bombay to fix the age of retirement at 60 and not at 55.
- 22. It is observed by their Lordships of the Supreme Court in the above mentioned case on page 720 as follows:—
  - "As this Court pointed out in the case of Dunlop Company (Supra); the recent trend in the Bombay area clearly appears to be to fix the

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age of retirement at 60. That being so, we see no reason why the age of retirement of the workmen in the present appear should not be similarly fixed.

- 23. In the case of Talang (G.M.) and others and Shaw Wallace & Co. Ltd., and another, reported in 1964, II; LLJ; page 644, it is observed by their Lordships of Supreme Court as follows:—
  - "As observed in the two decisions in 1960—II; LLJ; 716 and 1959—II; LLJ, 826 the trend in the Bombay Region is to fix the age of retirement at 60 years.
- 24. There could not be any doubt from the various rulings of the Supreme Court; that the Supreme Court has recognised the trend in Bombay Region to fix the age of retirement at 60 years. Hence, eventhough; there is no rule or law which lays down that the age of the employees of Bombay Region should be fixed at 60 years, still the trend prevailing in Bombay Region fixing the retirement age at 60 years has to be recognised. Hence the contention raised by Shri Phadke, learned Advocate for the companies cannot be accepted.
- 25. The lcarned Advocate Shri Gadkari relies on the report of the Normus Committee, referred to in 1964, II, LLJ, Page 647, in the case between Talang (G.M.) and another and Shaw Wallace & Co. Ltd., and another. It is as follows:—
  - "After taking into consideration the views of the earlier committee and commissions including those of the Second Pay Commissions the report of which has been released recently; we feel that the retirement age for workmen in all industries should be fixed at 60. Accordingly, the norm for retirement age is fixed at 60."
- 26. The opinion of the Normus Committee reterred to above clearly supports the view that the retirement age of clerical and subordinate staff should be fixed at 60 years.
- 27. In the case between Talang (G.M.) and others and Shaw Wallace & Co. Ltd., and another, Their Lordships of Supreme Court have referred to the Pay Commissioner's report, referred to in 1964, II, LLJ, Page 645. The relevant portion is as follows:—
  - "As has already been noticed, there is no dispute that the age of compulsory retirement should not remain at 55. The dispute is whether it should be fixed at 58 or at 60. It is interesting to refer in this connexion to the information that has been collected by the Pay Commission (1957—59) as regards the pensionable ages prescribed under the pension Insurance schemes for employees generally or for Industrial employees and under social assistance or universal schemes in 48 countries in 1954. According to this the pensionable age is 70 in two countries; 67 in another two; 65 in twenty-four; 60 in seventeen; 55 in two and 50 in one. Thus out of 48 countries for which information was available it was found that in 45 countries the pensionable age was fixed at 60 or more. As the Pay Commission Report pointed out—
  - "This is particularly remarkable, considering that the countries differ widely in demographic constitution, levels of economic development, and climatic and social conditions; and it indicates a virtual unanimity of competent opinion that balancing the various factors—physiological, economic and social—that are relevant the normal working life should continue up to the age of 60, and may well go on up to 65 years."
  - 28. The Supreme Court has further observed as follows: -
    - "It is undoubtedly more useful, however and indeed essential for our present purpose to examine the trends in this matter in our own country and specially in the region in which the present dispute has arisen. In the delicate task of adjusting needs of the employees to the interests of the employers and what is even more important to the general interests of the country at large, industrial adjudication has to pay special attention to the prevailing practice in the industrial region concerned. If in any particular region employees have been successful in their claim for fixing the age of retirement at 60 this very success is bound to raise in others in the region similar expectations. Refusal of similar relief to them is likely to create discontent. It is the endeavour of industrial adjudication to prevent this. That is why on questions

of age of retirement and hours of work and other similar matters industrial tribunals attach much weight to what has been done in other industrial concerned in the neighbourhood in recent times—whether by agreement or by adjudication."

- 29. The learned Advocate Shri Gadkari has relied on Ex. W/2 which is a comperative statement showing retirement age in the companies under reference, certain other insurance companies and commercial concerns in Bombay.
- 30. Out of 24 companies mentioned in the statement Ex. W/2 the retirement age is 60 respect of 23 companies.
- 31. The companies have produced statement Ex. E/4 showing the present retirement age in each company. Out of 22 companies mentioned in the Ex.E/4, retirement age in Eagle Star Insurance Co. Ltd., Bombay is 60 years. The retirement age for males in respect of Home Insurance Co. is 60 years. The retirement age in respect of the New Zealand Insurance Co. Ltd., is 58 but there is a rule under which extension upto 60 years at the company's discretion can be given. Out of 19 remaining companies, the age of retirement is 55 years in the Legal and General Assurance Society Ltd., and 58 years in the remaining 18 companies. Some companies have got discretion to give extension beyond 58 years.
- 32. As there are 23 companies as mentioned in Ex. W/2; in which the retirement age of clerical and subordinate staff is 60 years, the employees working in the companies referred to in References Nos. CGIT-2/2 of 1968, CGIT-2/7 of 1968, CGIT-2/8 of 1968 and CGIT-2/11 of 1968 would feel disgruntled and dis-satisfied, if their retirement age is not raised to 60 years and if they are asked to retire before the age of 60 years. This will disturb industrial peace and create unrest, and dis-satisfaction amongst the employees. In order that there should be industrial peace and satisfaction among the various employees working in this region, uniformity of retirement age has to be maintained. In order to maintain the same uniformity, it is absolutely necessary that the age of retirement of the employees in the companies referred to in the above references should be fixed at 60 years.
- 33. The learned Advocate Shri Phadke contends that the companies in question are all India concerns and that changing the terms of service conditions in regard to retirement age in one place might unsettle the uniformity and might have serious repercussions in oth r branches.
- 34. In the case between Dunlop Rubber Company (India Ltd., and its workmen and others, reported in 1959, II, LLJ, Page 826, their Lordships of Supreme Court have observed as follows:—
  - "There is no doubt that in the case of an all-India concern it would be advisable to have uniform conditions of service throughout India and if uniform conditions prevail in any such concern; they should not be lightly changed. At the same time it cannot be forgotten that industrial adjudication is based in this country at least; on what is known as industry-cum-region basis and cases may arise where it may be necessary in following this principle to make changes even where the conditions of service of all India concern are uniform. Besides, however; desirable uniformity may be in the case of all-India concens, the tribunal cannot abstain from seeking that fair conditions of service prevail in the industry with which it is concerned. If therefore any scheme, which may be uniformly in force throughout India in the case of an all-India concern, appears to be unfair and not in accord with the prevailing conditions in such matters it would be the duty of the tribunal to make changes in the scheme to make it fair and bring it into line with the prevailing conditions in such matters, particularly in the region in which the tribunal is functioning irrespective of the fact that the demand is made by only a small minority of the workmen employed in one place out of the many where the all India concern carries on business."
- 35. One of the important point for consideration would be that the age of retirement can be confined to industry-cum-region basis. It has been held that Awards and agreements on the question of age of retirement clearly show that there is a consistent trend in Bombay Region to fix the retirement age of Clerical and Subordinate staff at 60 years.
- 36. As there are number of concerns in Bombay Region where the age of retirement is 60, the contentior of learned Advocate Shri Phadke that age of retirement

in the companies, where the retirement age is below 60, should not be fixed at 60 on the ground that these concerns are all India concerns; can not be accepted. If this contention of Shri Phadke is accepted, it will create unrest, discatisfaction amongst the employees. It will disturb the industrial peace. In the same Region on the principle of industry-cum-region basis diparity in ages of retirement in different concerns cannot be allowed.

- 37. The learned Advocate Shri Phadke relies on the Award of Reserve Bank of India given by the Arbitrator Shri T. L. Venkatarama Aiyar, Retired Supreme Court Judge, published in the Gazette of India, dated 5th March, 1968. Part II, Section 3(ii), pages 183 to 298.
- 38. It appears from the facts of the Award referred to above that the domaind of the employees of the Reserve Bank of India was to raise their retirement age to 60 years. In considering this demand all previous Supreme Court rulings have been considered. The Arbitrator refused to raise the age of retirement having regard to the special position occupied by the Reserve Bank of India as distinct from commercial concerns and liberal character of superannuation benefits.
  - 39. It has been observed in paras. 18.4 and 18.5 of the Award as follows:
    - "18.4. The result of the above authorities may thus be stated: Of the several relevant factors to be taken into account in fixing the age of retirement the industry-cum-region principle is one of the most important. The weight to be given to it in an all India concern, however, depends on the other factors and considerations. Another important factor to be taken into account is the existence of a scheme of superannuation benefits. Where it is liberal, that will be a ground for not raising the age. On an ultimate analysis, a decision on the question must turn on the facts and circumstances of each case."
    - "18.5. What then are the facts of this case? We start with this that in the Bombay region, the age of retirement for workmen is in general 60 and that has been adopted by the commercial banks. As against this, the contention of the Bank is that it is not in the same situation as the commercial banks, that its business activities and service conditions are more akin to those in the Central Government and that it is the rules in Government service that would be more appropriate and not those in commercial banks. It has been already pointed out that though the Reserve Bank does carry on banking business, Its main and substantial work is sovereign in character. Even its banking activities are not comparable with those of commercial banks. Its customers are not members of public, but Central and State Governments, public bodies, commercial banks and the like. Apart from this, it is under a duty to secure monetary stability and has to take decisions on policies of an all-India character. Moreover its business is largely bound up with the work of the Government and this has led to the recruitment of a large number of temporary hands, as for example, in the implementation of Compulsory Deposit Scheme, Annuity Deposit Scheme and the like. The commercial banks have not, it is urged to face the problem of recruitment of a large number of temporary staff which the Reserve Bank has to do in carrying out the Government policies and it is argued that the unions are rather inconsistent in demanding at one breath that temporary hands should be made permanent within a year and at the same time claiming that the age of retirement should be raised to 60."
- 40. It is clear that on account of peculiar position occupied by the Reserve Bank of India and the liberal character of the superannuation benefits, the arbitrator refused to raise the retirement age to 60. In my opinion, the facts of the case of the Reserve Bank of India employees do not compare with the facts of this case. Further each case has to be decided on its own facts and merits.
- 41. The companies involved in various References are Insurance Companies i.e., commercial concerns. They are concerned with public, while the Reserve Bank of India is concerned with the Central and State Governments, public bodies, commercial banks and the like. It has no transactions with private individual.
- 42. Except in the case of Home Insurance Co, in reference No. CGIT-2/2 of 1968, the age of retirement in almost all companies is 58. In the case of Eagle

Star Insurance Co., Ltd., in reference No. CGIT-2/4 of 1968, the retirement age is 60 years. The Home Insurance Co. as mentioned in Ex. E/4, has got provision to give extension to its employees at its discretion, beyond 60 years. As there is no uniformity among these companies, functioning in the same region, it is absolutely necessary to bring uniformity in the retirement age, by raising the age of retirement to 60 years

- 43. In the References before me the employees are not satisfied with the existing superannuation benefits and other benefits to which they are entitled. They have got a grievance regarding different ages of retirement in different companies. Except in the Home Insurance Co. there is no pension scheme in any other companies. Even though there is pension scheme, the Home Insurance Company gives extension to their employees beyond 60 years. As no pension scheme has been provided by other companies, there is justification for the employees' claim that their retirement age should be raised and fixed at 60 years.
- 44. The learned Advocate Shri Phadke says that wherever, the retirement age is 60, it should be maintained at 60 and wherever the retirement age is less, it may not be taken beyond 58. I am unable to accept the contention of Shri Phadke that wherever the retirement age is less it should not be raised beyond 58 years.
- 45. In Reference No. CGIT-2/7 of 1968, the employers contend that the retirement age prescribed by these companies is fair and reasonable, that there is no case for increasing the retirement age and that the same be not increased because the efficiency of the clerical staff declines from the age of 55 years and because the value of the service by such employees rapidly declines in relation to their employments. This contention raised by the employers cannot be accepted.
- 46. It is observed by their Lordships of the Supreme Court in Civil Appeal No. 845 of 1966 in the case between the workmen of Kettlewe'l Bullen & Co. Ltd. and the Kettlewell Bullen & Co., Ltd. dated 12th February, 1969, that the efficiency of workmen does not get impaired till about 60 years. The relevant portion in respect of this observation is as follows:—
  - "It is now a-days fairly well recognised that life expectation has considerably increased in recent years and the rate of mortality has fallen considerably on account of better living condition, improved medical facilities and above all the extension of educational amenities. The result is that physical efficiency of workmen generally speaking is not deteriorated till about 60 years. Consequently there has in the tast decade been a general trend to raise the age of retirement. This is so also in the case of employees in Government service and in the service of quasi-government concerns. In raising the age of retirement, apart from the fact that the efficiency of workmen does not get impatted till about 60 years, considerations is also paid to the fact that his needs are likely to be larger between the age of 50 and 60 years as it is during that span of life that he has to educate his children, marry his daughters and thus incur additional financial burden over and above the burden of maintenance of his family"
- 47. The companies in reference No. CGIT-2/7 of 1968 contend that if this Tribunal is inclined to increase the retirement age to 60 it should be pleased to prescribe adequate safeguards—such as requiring the employee to attend if so required by the Company, before its Doctor in order to certify the fitness of the employee to continue in service and that similar provisions should be prescribed to permit the Companies to retire an employee earlier on medical ground before attaining the age of 58 years. I am unable to accept the stand of the companies
- 48. If the companies are given discretion to retire any employee before the age of 58 or after 58 and before 60 years, discrimination is likely to be caused.
- 49. If some employees become inefficient and do not do work, the companies can take action against them for their inefficiency after holding departmental enquiry, following the rules and regulations. In my opinion it is not necessary to make any provision as suggested by the companies to enable them to retire a person before 58 or at any time after the age of 58 and before 60 years.
- 50. As regards the other companies, their contention is that the retirement age is reasonable and that there is no case for increasing the retirement age of the employees.

- 51. In view of the changed circumstances and the fact that the retiring age is 60 years in many concerns it cannot be said that the present retiring age in these Insurance Companies is reasonable, and fair and that there is no case for increasing the retirement age.
- 52. In all Government services the age of retirement of subordinate staff, i.e., peons  $\epsilon tc.$ , is 60 years, though pension scheme is provided for them and better retirement benefits are available to them.
- 53. In short, considering the arguments of Shri Gadkari for the employees and Shri Pnadke for the employers and having regard to the documentary evidence produced on record, I am of the view that the retirement age of all the employees in question should be fixed at 60 years.
- 54. The next point for consideration is from what date the retirement age should be fixed at 60 years.
- 55. The learned Advocate Shrl Gadkari for the employees contends that the retirement age should be fixed at 60 years with retrospective effect.
- 56. The learned Advocate Shri Phadke for the employers on the other hand contends that the retirement age should not be fixed with retrospective effect as it would create complications in the administration.
- 57. Generally, whenever the retirement age is fixed, it cannot be fixed with retrospective effect. It has to be fixed with effect from a particular date.
- 58. For the reasons given above, I am of the view that the retirement age should be fixed at 60 years with effect from 30th June, 1969. At the same time, the employees who are continued in service even after their old dates of retirement in various companies referred to above, on account of any undertaking given to the Tribunal or on account of any extension or any reason and who are in service on 30th June, 1969, should continue in service till they reach the age of 60 years. These persons will be entitled to the benefits of retirement age fixed at 60 years.
  - 59. In view of the above findings, I pass the following order:—

#### ORDER

- The retirement age of the employees working in the Group office. Norwich Union Fire Insurance Society Limited, Scottish Union and National Insurance Company and Maritime Insurance Company Limited, Bombay is fixed at 60 years with effect from 30th June, 1969.
- The retirement age of the employees working in 15 companies mentioned in the Schedule I to the Government of India, Ministry of Labour and Employment Order No. 74(15)/64-LRIV dated 7th October, 1964, Ref. No. CGIT-2/2 of 1968 is fixed at 60 years with effect from 30th June, 1969.
- The retirement age of the employees of the Eagle Star Insurance Co., Ltd., Bombay fixed at 60 years under the agreement dated 27th September. 1961, entered into between the company and its workmen is to continue. (Ministry of Labour and Employment, Government of India Order No. 74(15)/64-I.RIV. Pt. dated 23rd April, 1965, Reference No. CGIT-2/4 of 1968)
- 4. The retirement age of the employees in the Atlas Assurance Company Limited, Bombay, is fixed at 60 years with effect from 30th June, 1969. (Minstry of Labour, and Employment, Government of India Order No. 74(14)/65-LRIV dated 9th September. 1965, Reference No. CGIT-2/8 of 1968).
- 5. The retirement age of the employees in the New Zealand Insurance Company, Limited, Bombay is fixed at 60 years with effect from 30th June, 1969. (Ministry of Labour and Employment, Government of India, Order No. 74(2)/66-LRIV dated 11th March, 1966, Reference No. CGIT-2/11 of 1968).
- 6. The employees in all the Companies referred to above, who are in service on 30th June, 1969, on any account, either on account of any undertaking given to the Tribunal, or on account of extension, or any

reason etc., should continue in service and retire at the age of 60 (after the completion of the age of 60 years.).

7. Part I Awards in References Nos. CGIT-2/2 of 1968, CGIT-2/4 of 1968, CGIT-2/8 of 1968 and CGIT-2/11 of 1968 in respect of demand regarding retirement age be made.

- 8. Award in respect of Reference No. CGIT-2/7 of 1968 be made.
- 9. No order as to costs.

(Sd.) N. 15. VANI,

Presiding Officer, Central Govt., Industrial Tribunal No. 2, Bombay.

[No. 74(14)/65-LRIV(LRI).]

STATE: Maharashtra.

S.O. 3191.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bombay, in the industrial dispute between the employers in relation to the Eagle Star Insurance Company Limited, Bombay and their workmen, which was received by the Central Government on the 23rd July, 1969.

# BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

REFERENCE No. CGIT-2/4 of 1968.

Employers in relation to M/s. Eagle Star Insurance Company Limited, Bombay.

AND

Their Workmen.

PRESENT .

Shri N. K. Vani, Presiding Officer.

#### APPEARANCES:

For the Employees—Shri N. V. Phadke, Advocate Shri P. K. Rele, Solicitor and Shri S. V. Mokashi, Labour Adviser.

For the Workmen—Shri J. G. Gadkari, Advocate Shri Madan Mohan, Vice-President, All India Insurance Employees' Association and Shri K. S. B. Pillar, General Secretary, General Insurance Employees' Union, Western Zone, Bombay.

INDUSTRY: General Insurance

Bombay, Dated the 1st July, 1969.

#### AWARD

By Order No. 74(15)/64-LRIV Pt. dated 23rd April, 1965 the Government of India, in the Ministry of Labour and Employment referred to the Central Government Industrial Tribunal, Bombay for adjudication, an industrial dispute existing between the employers in relation to the Eagle Star Insurance Company Limited, Bombay and their workmen represented by the General Insurance Employees' Union in respect of the matter Specified in the Schedule.

- 2. Out of 26 demands mentioned in the Schedule, demand No. 11 is a follows:—
  "XI. Retirement Age.
  - "The age of retirement of an employee shall be 60 years."
- 3. Later on by Order No. 22/8/68-LRIII dated 25th November, 1968, the Central Government transferred this reference to this Tribunal No. 2, for adjudication.
- 4. Shri K. S. B. Pillai, General Secretary of the General Insurance Employees' Union, Bombay on behalf of the employees, has filed written statement dated 12th February, 1965. His contention in respect of demand No. XI is that the age of retirement of the employees of this company be fixed at 60 years.
- 5. The company has filed written statement on 9th June, 1965. Its contention regarding retirement is that the retirement age in the Company is 60 years and the Union's demand in this respect is not understood.

- $6.\ A_{\rm S}$  the retirement age of the employee of the Company has already been fixed at 60 years, under an agreement dated  $27{\rm th}$  September,  $1961,\ I$  accept the same and pass the following Award Part I.
  - 7. In the end, I pass the following order:-

#### ORDER

- 1. The retirement age of the employees in this company fixed at 60 years under the agreement dated 27th September, 1961 between the parties is to continue.
- 2. Award Part I in respect of retirement age is made.
  - 3. A copy of the judgement in Reference No. CGIT-2/7 of 1968 is to form part of this Award.
  - 4. No order as to costs.

Sd./- N. K. VANI,
Presiding Officer.

Central Government Industrial Tribunal No. 2, Bombay.

# BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY.

REFERENCE No. CGIT-2/7 of 1968.

Employers in relation to the Group Offices, Norwich Union Fire Insurance Society Limited, Scottish Union and National Insurance Company and Maritime Insurance Company Limited, Bombay.

#### AND

The Workmen.

#### PRESENT

Shri N. K. Vani, Presiding Officer.

## APPLARANCES:

For the Employers—Shri N. V. Phadke, Advocate, Shri P. K. Rele, Solicitor and Shri S. V. Mokashi, Labour Adviser.

For the Workmen—Shri J. G. Gadkari, Advocate, Shri Madan Mohan, Vice-President, All India Insurance Employees' Association and Shri K. S. B. Pillai, General Secretary, General Insurance Employees' Union, Weastern Zone, Bombay.

INDUSTRY: GENERAL INSURANCE.

STATE: MAHARASHTRA.

Bombay, dated the 1st July, 1969

#### AWARD

By order No. 70(11)/64-LRIV dated 10th August, 1965, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) referred to the Central Government Industrial Tribunal, Bombay, for adjudication an industrial dispute existing between the employers in relation to the Group Offices, Norwich Union Fire Insurance Society Limited, Scottish Union and National Insurance Company and Maritime Insurance Company Limited, Bombay and their workmen in respet of the matter specified in the Schedule mentioned below:—

# SCHEDULE

- (1) Whether the demand of the workmen in the group office Norwich Union Fire Insurance Society Limited, Scottish Union and National Insurance Company and Maritime Insurance Company Limited for raising the retirement age from 58 to 60 years is justified?
- (2) If so, to what extent and from which date it should take effect?
- 2. Later on, by order No. 22/8/68-LRIII dated 25th November, 1968, the Central Government transferred this reference to this Tribunal No. 2, for adjudication.
- 3. On 27th September, 1965, Shri K. S. B. Pillai, General Secretary of the General Insurance Employees' Union, Bombay on behalf of the workmen has filed written statement at Ex. W/1. It is contended that the exsting age of

retirement in the companies under reference at 58 be fixed at 60, that the companies in question have ample capacity to pay and to bear the burden that would be involved due to this demand, that there is consistent trend in the Bombay Region to fix the retirement age for clerical and subordinate staff at 60, that the Normus Committee has also expressed the opinion that the retirement age for workmen in all industries should be fixed at 60, that longivity of life in the country is increasing, that the employees are keeping better health on account of medical facilities available to them, that the employees' demand for fixing the retirement age at 60 is justified, reasonable and modest and that the same be granted,

- 4. The employers in relation to the group office, Norwich Union Fire Insurance Society Limited, Scottish Union and National Insurance Company and Maritime Insurance Company Limited, Bombay i.e. the Insurance Companies concerned in this reference (hereinafter referred to as 'the companies, have filed written statement at Ex. E/1 on 21st September, 1965. It is contended that the past experience shows that the efficiency of the clerical staff declines from the age of 55, that the value of the services of such employees repidly decline in relation to their emoluments, that the retirement age prescribed by the companies is fair and reasonable, that the Union's demand for raising the age of retirement is unreasonable and that the same be rejected. It is also contended that in any event the Tribunal should be pleased to prescribe adequate safeguards such as requiring the employee to attend if so required by the Company, before its doctor in order to certify the fitness of the employee to continue in service. Similar provisions should be prescribed to permit the Companies to retire an employee earlier on medical ground before attaining the age of 58 years.
- 5. The companies have filed rejoinder at Ex. E/2 on 17th November, 1965. By this rejoinder the companies denied the allegations made by the Union in its written statement Ex. W/1 and relterated their stand taken in the written statement Ex. E/1,
- 6. The General Insurance Employees' Union, Bombay has produced a statement showing the existing retirement age in the companies under reference and certain other insurance companies and commercial concerns in Bombay, in all 24, at Ex. W/2. Out of 24 companies, the retirement age in 23 companies is 60 years.
- 7. The companies have produced a statement at Ex. E/3 showing the age of retirement existing in certain Insurance Companies in Bombay. Another statement showing the retirement age existing in the companies concerned in references Nos. CGIT-2/2 of 1968, CGIT-2/4 of 1963, CGIT-2/7 of 1968, CGIT-2/8 of 1968, and CGIT-2/11 of 1968 is produced at Ex. E/4. Another statement giving information regarding the date on which the Government of India referred the Industrial Disputes of M/s. South British Insurance Company Limited, Bombay and other Companies for adjudication by the Tribunal and the dates of retrospective effect, if any agreed between the parties to the Award of the Tribunal, is produced at Ex. E/5. The companies have produced statement Ex. E/6 which gives particulars of workmen who retired (at age below 60) from the service of the Companies during the pendency of the above references.
- 8. Reference No. CGIT-2/3 of 1968 between the same parties as in Reference No. 7/68 was made to the Tribunal for adjudicating 17 demands. In those 17 demands, the demand regarding raising the age of retirement to 60 nad remained to be made. Hence separate reference No. CGIT-2/7 of 1968 in respect of retirement age was made to the Tribunal.
- 9. In reference No. CGIT-2/2 of 1968 there is dispute about 6 demands including the demand regarding retirement age (Demand No. 11) between the employees and 15 companies as mentioned in Schedule I in that reference.
- 10. In Reference No. CGIT-2/4 of 1968 there is dispute about  $\bot 6$  demands including the demand regarding the retirement age (Demand No. 11) between the employees and M/s. Eagle Star Insurance Company Limited.
- 11. In Reference No. CGIT-2/8 of 1968 there is dispute about 26 demands including the demand refarding the retirement age (Demand No. 11) between the employees and M/s. Atlas Assurance Company Limited, Bombav.
- 12. In Reference No. CGIT-2/11 of 1968 there is dispute about 26 demands including the retirement age (Demand No. 11) between the employees and M/s. New Zealand Insurance Company Limited, Bombay.
- 13. Reference Nos. CGIT-2/2 of 1968. CGIT-2/4 of 1968. CGIT-2/8 c. 1968 and CGIT-2/11 of 1968 in respect of demand regarding retirement age only are heard

together alongwith reference No. CGIT-2/7 of 1968, which is in respect of retirement age only.

- 14. At the outset, it may be noted that in Reference No. CGIT-2/4 of 1968 between M/s. Eagle Star Insurance Company Limited, Bombay and the General Insurance Employees' Union, representing the workmen of the said company, the dispute regarding retirement age should not have been raised because as a result of the agreement dated 27th September, 1961, entered into between the company and the workmen, the retirement age in the company has already been fixed at 60 years. This is clear from para. 30 of the written statement filed by M/s. Eagle Star Insurance Company Limited, Bombay on 28th April, 1966, in reference No. CGIT-2/4 of 1968 (old Reference No. CGIT-33 of 1965 before the Central Government Industrial Tribunal, Bombay).
- 15 The dispute regarding raising the age of retirement to 60 is between the employees and the companies involved in Reference Nos. CGIT-2/2 of 1968, CGIT-2/7 of 1968, CGIT-2/8 of 1968 and CGIT-2/11 of 1968
- 16 The important point for consideration is whether the demand of the workmen in Reference Nos. CGIT-2/2 of 1963, CGIT-2/7 of 1968, CGIT-2/8 of 1968 and CGIT-2/11 of 1968 for raising the retirement age 58 to 60 years is justified.
  - 17. My finding on this point is in the affirmative for the following reasons:—
- 18 The learned advocate Shri Gadkari for the employees contends that there is consistent trend in the Bombay Region to fix the retirement age at 60. In support of his contention be relies on the ruling reported in 1964, II, LLJ, Page 644 in the case between Talang G. M. and others Versus Shaw Wallace and Company Limited, and another.
- 19. Shri Phadke, learned advocate for the companies contends that there is no law that in Bombay Region the retirement age should be fixed at 60 years.
- 20. It is true that there is no law which says that age of clerical and subordinate staff working in Bombay Region, in various concern, should be fixed at 60 years, but there is a trend in Bombay Region to fix the redirement age of the employees at 60 years. This trend has been recognised by various Tribunals and also by the Supreme Court of India.
- 21. In the case between Imperial Chemical Industries (India) (Private) Ltd., Bombay and its workmen, reported in the 1960 II, LLJ, Page 716, where the Tribunal raised the age of retirement from 55 to 58, both parties appealed to the Supreme Court. The Supreme Court has observed that the evidence on record strongly suggests almost a uniform tendency in Bombay to fix the age of retirement at 60 and not at 55.
- 22. It is observed by their Lordships of the Supreme Court in the above mentioned case on page 720 as follows:—
  - "As this Court pointed out in the case of Dunlop Company (Supra), the recent trend in the Bombay area clearly appears to be to fix the age of retirement at 60. That being so, we see no reason why the age of retirement of the workmen in the present appeal should not be similarly fixed."
- 23. In the case of Talang (G.M.) and others and Shaw Wallace and Company Limited and another, reported in 1964, II, LLJ, page 644, it is observed by their Lordships of Supreme Court as follows:—
  - "As observed in the two decisions in 1960-II, LLJ, 716 and 1959-II, LLJ, 826 the trend in the Bombay Region is to fix the age of retirement at 60 years."
- 24. There could not be any doubt from the various rulings of the Supreme Court, that the Supreme Court ras recognised the trend in Bombay Region to fix the age of retirement at 60 years. Hence, eventhough, there is no rule or law which lays down that the age of the employees of Bombay Region should be fixed at 60 years, still the trend prevailing in Bombay Region fixing the retirement age at 60 years has to be recognised. Hence the contention raised by Shri Phadke, learned Advocate for the companies cannot be accepted.
- 25. The learned Advocate Shri Gadkari relies on the report of the Normus Committee, referred to in 1964, II, LLJ. Page 647, in the case between Talang

- (G.M.) and another and Shaw Wallace and Company Limited, and another. It is as follows:—
  - "After taking into consideration the views of the earlier committees and commissions including those of the Second Pay Commissions the report of which has been released recently, we feel that the retirement age for workmen in all industries should be fixed at 60. Accordingly, the norm for retirement age is fixed at 60."
- 26. The opinion of the Normus Committee referred to above clearly supports the view that the retirement age of clerical and subordinate staff should be fixed at 60 years.
- 27. In the case between Talang (G.M.) and others and Shaw Wallace and Company Limited, and another, Their Lordships of Supreme Court have referred to the Pay Commission's report, referred to in 1964, II, LLJ. Page 645. The relevant portion is as follows:—
  - "As has already been noticed, there is no dispute that the age of compulsory retirement should not remain at 55. The dispute is whether it should be fixed at 58 or at 60. It is interesting to refer in this connexion to the information that has been collected by the Pay Commission (1957—59) as regards the pensionable ages prescribed under the pension Insurance schemes for employees generally or for Industrial employees and under social assistance or universal schemes in 48 countries in 1954. According to this the pensionable age is 70 in two countries; 67 in another two; 65 in twenty-four, 60 in seventeen, 55 in two and 50 in one. Thus out of 48 countries for which information was available it was found that in 45 countries the pensionable age was fixed at 60 or more. As the Pay Commission Report pointed out—
  - "This is particularly remarkable, considering that the countries differ widely in demographic constitution, levels of economic development, and climatic and social conditions; and it indicates a virtual unanimity of competent opinion that balancing the various factors—physiological, economic and social—that are relevant the normal working life should continue up to the age of 60, and may well go on up to 65 years."
  - 28. The Supreme Court has further observed as follows:-
    - "It is undoubtedly more useful, however and indeed essential for our present purpose to examine the trends in this matter in our own country and specially in the region in which the present dispute has arisen. In the delicate task of adjusting needs of the employees to the interests of the employers and what is even more important to the general interests of the country at large, industrial adjudication has to pay special attention to the prevailing practice in the industrial region concerned. If in any particular region employees have been successful in their claim for fixing the age of retirement at 60 this very success is bound to raise in others in the region similar expectations. Refusal of similar relief to them is likely to create discontent. It is the endeavour of industrial adjudication to prevent this. That is why on questions of age of retirement and hours of work and other similar matters industrial tribunals attach much weight to what has been done in other industrial concerns in the neighbourhood in recent times—whether by agreement or by adjudication."
- 29 The learned Advocate Shri Gadkari has relied on Ex. W/2 which is a comparative statement showing retirement age in the companies under reference, certain other insurance companies and commercial concerns in Bombay.
- 30. Out of 24 companies mentioned in the statement Ex. W/2 the retirement age is 60 in respect of 23 companies.
- 31. The companies have produced statement Ex. E/4 showing the present retirement age in each company. Out of 22 companies mentioned in the Ex. E/4, retirement age in Eagle Star Insurance Company Limited, Bombay is 60 years. The retirement age for males in respect of Home Insurance Company is 60 years. The retirement age in respect of the New Zealand Insurance Company Limited, is 58 but there is a rule under which extension upto 60 years at the company's discretion can be given. Out of 19 remaining companies, the age of retirement is 55 years in the Legal and General Assurance Society Limited and 58 years in

- the remaining 18 companies. Some companies have got discretion to give extension beyond 58 years.
- 32. As there are 23 companies as mentioned in Ex. W/2, in which the retirement age of clerical and subordinate staff is 60 years, the employees working in the companies referred to in References Nos. CGIT-2/2 of 1968, CGIT-2/7 of 1968 CGIT-2/8 of 1968 and CGIT-2/11 of 1968 would feel disgruntled and dissatisfied, if their retirement age is not raised to 60 years and if they are asked to refire before the age of 60 years. This will distrib industrial peace and create unrest, and dissatisfaction amongst the employees. In order that there should be industrial peace and satisfaction among the various employees working in this region, uniformity of retirement age has to be maintained. In order to maintain the same uniformity, it is absolutely necessary that the age of retirement of the employees in the companies referred to in the above references should be fixed at 60 years.
- 33. The learned Advocate Shri Phadke contends that the companies in question are all India concerns and that changing the terms of service conditions in regard to retirement age in one place might unsettle the uniformity and might have serious repercussions in other branches.
- 34. In the case between Dunlop Rubber Company (India) Limited, and its workmen and others, reported in 1959, II. LLJ, Page 826, their Lordships of Supreme Court have observed as follows:—
  - "There is no doubt that in the case of an all-India concern it would be advisable to have uniform conditions of service throughout India and if uniform conditions prevail in any such concern, they should not be lightly changed. At the same time it cannot be forgotten that industrial adjudication is based, in this country at least, on what is known as industry-cum-region basis and cases may arise where it may be necessary in following this principle to make changes even where the conditions of service of all India concern are uniform. Besides, however, desirable uniformity may be in the case of all-India concerns, the tribunal cannot abstain from seeking that fair conditions of service prevail in the industry with which it is concerned. If therefore any scheme, which may be uniformly in force throughout India in the case of an all-India concern, appears to be unfair and not in accord with the prevailing conditions in such matters, it would be the duty of the tribunal to make changes in the scheme to make it fair and bring it into line with the prevailing conditions in such matters, particularly in the region in which the tribunal is functioning irrespective of the fact that the demand is made by only a small minority of the workmen employed in one place out of the many where the all-India concern carries on business."
- 35. One of the important point for consideration would we that the age of retirement can be confined to industry-cum-region basis. It has been held that Awards and agreements on the question of age of retirement clearly show that there is a consistent trend in Bombay Region to fix the retirement age of Clerical and Subordinate staff at 60 years.
- 36. As there are number of concerns in Bombay Region where the age of retirement is 60 the contention of learned Advocate Shri Phadke that age of retirement in the companies, where the retirement age is below 60, should not be fixed at 60 on the ground that these concerns are all India concerns; can not be accepted. If this contention of Shri Phadke is accepted, it will create unrest, dissatisfaction amongst the employees. It will disturb the industrial peace. In the same Region on the principle of industry-cum-region basis, disparity in ages of retirement in different concerns cannot be allowed.
- 37. The learned Advocate Shri Phadke relies on the Award of Reserve Bank of India given by the Arbitrator Shri T.L. Venkatarama Aiyar, Retired Supreme Court Judge. published in the Gazette of India, dated 5th March, 1968, Part II. Section 3 (ii), pages 183 to 298.
- 38. It appears from the facts of the Award referred to above that the demand of the employees of the Reserve Bank of India was to raise their retirement age to 60 years. In considering this demand all previous Supreme Court rulings have been considered. The Arbitrator refused to raise the age of retirement having regard to the special position occupied by the Reserve Bank of India as distinct from commercial concerns and liberal character of superannuation benefits.

- 39. It has been observed in paras. 18.4 and 18.5 of the Award as follows:-
  - "18.4. The result of the above authorities may thus be stated: Of the several relevant factors to be taken into account in fixing the age of retirement, the industry-cum-region principle is one of the most important. The weight to be given to it in an all-India concern, however, depends on the other factors and considerations. Another important factor to be taken into account is the existence of a scheme of superannuation benefits. Where it is liberal, that will be a ground for not raising the age. On an ultimate analysis, a decision on the question must turn on the facts and circumstances of each case.
  - "18.5. What then are the facts of this case? We start with this that in the Bombay region, the age of retirement for workmen is in general 60 and that has been adopted by the commercial banks. As against this, the contention of the Bank is that it is not in the same situation commercial banks, that its business activities and service conditions are more akin to those in the Central Government and that it is the rules in Government service that would be more appropriate and not those in commercial banks. It has been already pointed out that though the Reserve Bank does carry on banking business, its main and substantial work is sovereign in character. Even its banking activities are not comparable with those of commercial banks. Its customers are not members of public, but Central and State Governments, public bodies, commercial banks and the like. Apart from this, it is under a duty to secure monetary stability and has to take decisions on policies of an all-India character. Moreover its business is largely bound up with the work of the Government and this has led to the recruitment of a large number of temporary hands, as for example, in the implementation of Compulsory Deposit Scheme, Annuity Deposit Scheme and the like. The commercial banks have not, it is urged to face the problem of recruitment of a large number of temporary staff which the Reserve Bank has to do in carrying out the Government policies and it is argued that the unions are rather inconsistent in demanding at one breath that temporary hands should be made permanent within a year and at the same time claiming that the age of retirement should be raised
- 40. It is clear that on account of peculiar position occupied by the Reserve Bank of India and the liberal character of the superannuation benefits, the arbitrator refused to raise the retirement age to 60. In my opinion, the facts of the case of the Reserve Bank of India employees do not compare with the facts of this case. Further each case has to be decided on its own facts and merits.
- 41. The companies involved in various References are Insurance Companies i.e. commercial concerns. They are concerned with public, while the Reserve Bank of India is concerned with the Central and State Governments, public bodies, commercial banks and the like. It has no transactions with private individual.
- 42. Except in the case of Home Insurance Company, in reference No. CGIT-2/2 of 1968, the age of retirement in almost all companies is 58. In the case of Eagle Star Insurance Company Limited, in reference No. CGIT-2/4 of 1968, the retirement age is 60 years. The Home Insurance Company as mentioned in Ex. E/4. has got provision to give extension to its employees at its discretion, beyond 60 years. As there is no uniformity among these companies, functioning in the same region, it is absolutely necessary to bring unformity in the retirement age, by raising the age of retirement to 60 years.
- 43. In the References before me the employees are not satisfied with the existing superannuation benefits and other benefits to which they are entitled They have got a grievance regarding different ages of retirement in different companies. Except in the Home Insurance Company there is no pension scheme in any other companies. Even though there is pension scheme, the Home Insurance Company gives extension to their employees beyond 60 years. As no pension scheme has been provided by other companies, there is justification for the employees' claim that their retirement age should be raised and fixed at 60 years
- 41. The learned Advocate Shri Phadke says that wherever, the retirement age is 60, it should be maintained at 60 and wherever the retirement age is less, it may not be taken beyond 58. I am unable to accept the contention of Shri Phadke that wherever the retirement age is less it should not be raised beyond 58 years.

- 45. In Reference No. CGIT-2/7 of 1968, the employers contend that the retirement age prescribed by these companies is fair and reasonable, that there is no case for increasing the retirement age and that the same be not increased because the efficiency of the clerical staff declines from the age of 55 years and because the value of the service by such employees rapidly declines in relation to their emoluments. This contention raised by the employers cannot be accepted.
- 46. It is observed by their Lordships of the Supreme Court in Civil Appeal No. 845 of 1966 in the case between the workmen of Kettlewell Bullen and Company Limited and the Kettlewell Bullen and Company Limited, dated 1214 February, 1969 that the efficiency of workmen does not get impaired till about 60 years. The relevant portion in respect of this observation is as follows:—
  - "It is now-a-days fairly well recognised that life expectation has considerably increased in recent years and the rate of mortality has fallen considerably on account of better living condition, improved medical facilities and above all the extension of educational emenities. The result is that physical efficiency of workmen generally speaking is not deteriorated till about 60 years. Consequently there has in the last decade been a general trend to raise the age of retirement. This is so also in the case of employees in Government service and in the service of quasi-government concerns. In raising the age of retirement, apart from the fact that the efficiency of workmen does not get impaired till about 60 years, considerations is also paid to the fact that his needs are likely to be larger between the age of 50 and 60 years as it is during that span of life that he has to educate his children, marry his daughters and thus incur additional financial burden over and above the burden of maintenance of his family."
- 47. The companies in reference No. CGIT-2/7 of 1968 contend that if this Tribunal is inclined to increase the retirement age to 60 it should be pleased to prescribe adequate safeguards such as requiring the employee to attend if se required by the Company, before its Doctor in order to certify the fitness of the employee to continue in service and that similar provisions should be prescribed to permit the Companies to retire an employee earlier on medical ground before attaining the age of 58 years. I am unable to accept the stand of the companies.
- 48. If the companies are given discretion to retire any employee before the age of 58 or after 58 and before 60 years, discrimination is likely to be caused.
- 49. If some employees become inefficient and do not do work, the companies can take action against them for their inefficiency after holding departmental enquiry, following the rules and regulations. In my opinion, it is not necessary to make any provision as suggested by the companies to enable them to retire a person before 58 or at any time after the age of 58 and before 60 years.
- 50. As regards the other companies, their contention is that the retirement age is reasonable and that there is no case for increasing the retirement age of the employees.
- 51. In view of the changed circumstances and the fact that the retiring age is 60 years in many concerns it cannot be said that the present retiring age in these Insurance Companies is reasonable, and fair and that there is no case for increasing the retirement age.
- 52. In all Government services the age of retirement of subordinate staff, i.e. peons etc. is 60 years, though pension scheme is provided for them and better retirement benefits are available to them.
- 53. In short, considering the arguments of Shri Gadkari for the employees and Shri Phadke for the employers and having regard to the documentary evidence produced on record. I am of the view that the retirement age of all the employees in question should be fixed at 60 years.
- 54. The next point for consideration is from what date the retirement age should be fixed at 60 years.
- 55. The learned Advocate Shri Gadkari for the employees contends that the retirement age should be fixed at 60 years with retrospective effect.
- 56. The learned Advocate Shri Phadke for the employers on the other hand contends that the retirement age should not be fixed with retrospective effect as it would create complications in the administration.

- 57. Generally, whenever the retirement age is fixed, it cannot be fixed with retrospective effect. It has to be fixed with effect from a particular date.
- 58. For the reasons given above, I am of the view that the retirement age should be fixed at 60 years with effect from 30th June, 1969. At the same timethe employees who are continued in service even after their old dates of retirement in various companies referred to above, on account of any undertaking given to the Tribunal or on account of any extension or any reason and who are in scrvice on 30th June, 1969 should continue in service till they reach the age of 60 years. These persons will be entitled to the benents of retirement age fixed at 60 years.
  - 59. In view of the above findings, I pass the following order:—

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### ORDER

- I. The retirement age of the employees working in the Group office, Norwich Union Fire Insurance Society Limited, Scottish Union and National Insurance Company and Maritime Insurance Company Limited, Bombay is fixed at 60 years with effect from 30th June, 1969.
- The retirement age of the employees working in 15 companies mertlaned in the Schedule I to the Government of India, Ministry of Labour and Order No. 74(15)/64-LRIV dated 7th October, 1964. Reference No. CGIT-2/2 of 1968 is fixed at 60 years with effect from 30th June, 1969.
- 3. The retirement age of the employees of the Eagle Star Insurance Company Limited, Bombay fixed at 60 years under the agreement dated 27th September, 1961 entered into between the company and its workmen is to continue. (Ministry of Labour and Employment, Government of India Order No. 74(15)/64-LRIV.Pt. dated 23rd April, 1965, Reference No. CGIT-2/4 of 1968).
- 4. The retirement age of the employees in the Atlas Assurance Company Limited. Bombay, Is fixed at 60 years with effect from 30th June. 1969. (Ministry of Labour, and Employment, Government of India Order No. 74(14)/65-LRIV dated 9th September, 1965. Reference No. CGIT-2/8 of 1968).
- 5. The retirement age of the employees in the New Zealand Company Limited, Bombay is fixed at 60 years with effect from 30th June, 1969. (Ministry of Labour and Employment, Government of India, Order No. 74(2)/66-LRIV dated 11th March, 1966. Reference No. CGIT-2/11 of 1968).
- Companies referred to above, who are in 6. The employees in all the service on 30th June, 1969 on any account, either on account of any undertaking given to the Tribunal, or on account of extension, or any reason etc. should continue in service and retire at the age of 60 (after the completion of the age of 60 years).
- Part I Awards in References Nos. CGIT-2/2 of 1968, CGIT-2/4 of 1968.
   CGIT-2/8 of 1968 and CGIT-2/11 of 1968 in respect of demand regarding retirement age be made.
- 8. Award in respect of Reference No. CGIT-2/7 of 1968 be made.
- No order as to costs.

Sd/- N. K. VANI.

Presiding Officer.

Central Government Industrial Tribunal No. 2, Bombay.

[No. 74/15/64-LR.IV(LR.I.).]

S. S. SAHASRANAMAN, Under Secy.

## (Department of Labour and Employment)

New Delhi, the 30th July 1969

S.O. 3192.—Whereas the Central Government is of the opinion that the minimum rates of wages should be fixed under the Minimum Wages Act, 1948 (11 of 1948) in tempert of employment in clay mines covered under the Mines Act, 1952 (35 of 1952):

Now, therefore, in exercise of the powers conferred by Section 27 of the said Act, the Central Government hereby gives notice of its intension to add the said employment to Part I of the Schedule to the said Act.

Any suggestions or objections which may be received from any person in respect of the said additions before the 31st October, 1969 will be considered by the Central Government.

[No. 2(30)/67-LWI-I(W.E.).]

HANS RAJ CHHABRA, Under Secy.

## (Department of Rehabilitation)

## (Office of the Chief Settlement Commissioner)

New Delhi, the 29th July 1969

8.0. 3193.—In exercise of the powers conferred by Sub-Section (1) of Section 6 of the Administration of Evacuee Property Act, 1950, the Central Government hereby appoints for the Union Territory of Delhi, Shri D. C. Chaudhry, Assistant Settlement Officer in the office of the Regional Settlement Commissioner, New Delhi, as Assistant Custodian of Evecuee Property for the purpose of discharging the duties assigned to Assistant Custodians by or under the said Act.

[No. 8/69/AGZ/64.]

A. G. VASWANI,

Settlement Commissioner (A) & Ex-Officio Under Secy.

## विस मंत्रालय

## (घर्ष विभाग)

नई दिल्ली, 22 जुलाई, 1969

एस॰ झो॰ 3194.—राज्य-सहयं,जित बँक (विविध उपबन्ध) श्रिष्ठित्यम, 1973 (1962 का 56 वें श्रिष्ठित्यम) की धारा 5 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारत सरकार के वित्त मंत्रालय (शर्थ विभाग) की 25 सितम्बर, 1964 की श्रिष्ठसूचना संख्या एफ० 4/19'64—एस० बी० के, भारत सरकार के वित्त मंद्रालय (शर्थ विभाग) की 30 सितम्बर, 1966 की श्रिष्ठसूचना संख्या एफ० 4/22/66—एस०बी० द्वारा संशोधित रूप में एतव् द्वारा निम्नलिखित संशोधन करती है, श्रर्यात्—

उक्त भ्रधिसूचना में "श्रतिरिक्त उप-मंडल श्रधिकारी, धौलपुर" शब्दों के स्थान पर "उप-मण्डल भ्रधिकारी, धौलपुर" शब्द रखे जायेंगे।

यह अधिसूचना 24 मई, 1969 से लागू हुई समझी जायगी।

[सं ० एफ ० 4/17/69-एस ० बी ०]

के० येसुरानम, ग्रनु-सचिव ।

## MINISTRY OF FINANCE

## (Department of Economic Affairs)

New Delhi, the 31st July 1969

S.O. 3195.—Statement of the Affairs of the Reserve Bank of India, as on the 25th July 1969

## BANKING DEPARTMENT

LIABILITIES				AS	SET	S					
	Rs.										Rs.
Capital paid-up	5,00,00,000	Notes		•			•				23,58,54,000
Reserve Fund	150,00,00,000	Rupee Coin									3,11,000
National Agricultural Credit (Long Term Operations)		Small Coin					٠				3,87 <b>,000</b>
Fund	155,00,00,000	Bills Purchased	and	Disco	nnte	·					
National Agricultural Credit (Stabilisation) Fund	35,00,00,00	(a) Internal				•	•		-		••
		(b) Egternal							e	•	••
National Industrial Credit (Long-Term Operations) Fund	75,00,00,00	(c) Governm	ent	Treas	ury F	Bills			•		141,94,84,000
		Balances Held A	<b>\br</b> o	4.)*				٠			161 <b>.</b> 16 07 <b>,000</b>
		Învestmenta**						•			292 30 01.000
Deposits :		Loans and adv	ance	1 to 2							
(a) Government		(i) Central	Gov	स्या वार	eni						
(f) Central Government	51,97,81,700	(4) State Go	الباغه	पाला ।							25,68,04.700

(	ii) State (	ło <del>że</del> mi	យក្សាល	. 4	•	•	4		i3,35,58,000	Loans and Advances to -	
(4)	Banks									(i) Scheduled Commercial Banks†	79.13.25.000
										(ii) State Co-operative Banks††	201,31,92,000
	(i) Sche	ciuled	Com	merci	ai Ba	nka			176,44,49,000	(fii) Others	<b>2,</b> 01,25 <b>,000</b>
	(#) Sch	eduled	State	. Co⊣	opera	tive B	anks	•	9,53,51,000	Loans, Advances and Investments from National Agri- cultural Credit (Long Term Operations) Fund—	
	(iii) No	n-Sche	duled	State	c Co-c	perati	ive Ba	nke	59,24,000	(a) Loans and Advances to :-	
	(iv) Oti	her Ba	n jes						22,19,000	(i) State Governments	31,47,79,000
(c)	Others								295,56,65,000	(ii) State Co-operative Banks .	16,51 57,000
.,										(iii) Central Land Mortgage Banks	••
Bills	Payable	•		•	•	•		•	36,20,91,000	(b) Investment in Central Land Mortgage Bank Debentures	8,96,93,000
Othe	r Lisbilitie	<b>:</b>	•	•	L	•	•	•	29,79,59,000	Loans & Advances from National Agricultural Credit (Stabilisation) Fund —	
										Loans and Advances to State Co-operative Banks .	4,32,44 <b>,000</b>
										Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund—	
										(a) Loans and Advances to the Development Bank .	6,26,71,000
										(b) Investment in bonds/debentures issued by the Development Bank	•
										Other Assets	38 <b>,</b> 93,63 <b>,000</b>
	Rug	pecs							1033,69,97,000	Rupees	1033,69 97,000
	•										

<sup>\*</sup>Includes Cash, Fixed Deposits and Short-term Securities.

<sup>\*\*</sup> Richading Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

<sup>@</sup>Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

<sup>†</sup>Includes Rs. 27,00,000,000 advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.
††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

# An Account pursuant to the Reserve Bank of India Act, 1934 for the week ended the 25th day of July 1909 ISSUE DEPARTMENT

LTABILITIES			ASSETS		
,	Rs.	Rş.		Rs.	Ŗs,
Nows held in the Banking Department	23,58,54,000		Gold Coin and Bullion;  (a) Held in India  (b) Held outside India  Foreign Securities	182,53,11,000 200,88,70,000	
Notes in circulation	3553,16,47,000		Total .		383,41 <b>,81,000</b> 70,57-47 <b>,00</b> 0
Total Notes issued		3576,75,01,000	Government of India Rupee Securities		3122,75,73,000
			Internal Bills of Exchange and other Commercial Paper		
Total Liabilities	•	3576,75,01,000	Total Assets	•	3576,75,01,000
Dated the 30th day of July			The state of the s		L. K. JHA, Governor.

[No. F. 3(3)-BC/69]

## New Delhi, the 1st August 1969

S.O. 3196.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of subclause (i) of clause (c) of sub-section (1) of section 10 of the said Act shall not apply, till the 31st December, 1969, to the Sangli Bank Ltd., Sangli, in so far as the said provisions prohibit Shri M. K. Gupte, its Chief Executive Officer, from being a director of the Spices and Oilseeds Exchange Limited, Sangli

[No. 15(6)-BC/69.]

K. YESURATNAM, Under Secy.

## (Department of Economic Affairs)

## (Office of the Treasurer of Charitable Endowments for India)

New Delhi, the 15th June 1969

8.0. 3197.—The following list of properties and of securities as on the 31st March, 1969 and abstract of accounts of interest for the year 1968-69 in respect of Charitable Endowments (Central) held by the Treasurer of Charitable Endowments for India or his agents under the Charitable Endowments Act, 1890 (6 of 1890) are published for general information.

## PART I—LIŞT OF PROPERTIES, OTHER THAN SECURITIES

Serial No.	Particulars of Vesting	g Order	Name of	Administrators of	Property	held		Remarks
No.	No. Date		- endowment	Property	Description	Value Annual income, if known		
r	2	3	4	5	6	7	8	9
	INDIA	<del></del>				-\		
ľ	Ministry of Rehabilitation Notification Notification Not RHC/II(5)/52 as amended by the Ministry of Bducation Notifications Nos. F-31-64/58-U, 5(I) and F-31-64/58-U, 5(II).	5th September, 1952. 21st May, 1960.	The Deshbandhu College (Delhi) Fund.	Board of Administration composed of:—  (a) Secretary to the Government of India, Ministry of Education, who will be the Chairman.	All that piece or parcel of land along with all buildings and structures starding thereon, situated at Kalkaji, Delhi (Block F.–Kalkaji) containing by admeasurement 7.90 acres or thereabouts and bounded:  On the North East by a road and shopping centre beyond.	Not known.	Not known.	
				(a) An Officer of the Government of India nominated by the Ministry of Education,	On the North West by a road and three-roomed quarters in Block 'F' beyond.			
				(c) An Officer of the Government of India nominated by the Ministry of Rehabilitation,	On the South East by a read and 'H' Block of quarters beyond.			
					On the South West by open land.			

(d) Five other per- An additional piece or parcel preferably of land along with buildings 80118 non-officials nomiand structures, if any, thereon situated at Kalkaii, Delhi nated by the Govcontaining by admeasureernment of India. mento 57 acres of land or thereabouts and bounded: (\*) Principal of the Deshbandhu College, Kalkaji. On the North East by a road and 4 Block quarters beyond; (f) Two representaand tives elected by the members of On the North West (i) by open the teaching staff land; and (ii) land already Deshbandhu allotted earlier. College, Kalkaji. On the South East (i) road and (g) Two members 'H' Block of quarters beyond: nominated by the (ii) by open land. of On the South West by a road University Delhi. and open land. Board of Adminis-Land and buildings of the Lady Rs. 63,50,537 co Not known. tration, Lady Hard-Hardinge Medical College and Hospital, Delhi together inge Medical College and Hospital. with all fixtures, furniture, equipment, etc. The area of the Lady Hardinge Medical College and Hospital Delhi\_49.82 acres. Location-Punchkum Road. Boundaries: North-Punchkuin Road. South-Lady Hardinge Road. East\_Connaught Circus. West\_Baird Road. Survey No CE 2370 L.D.O. No. 94

Terms-Leased to the institu-

tion by the Land and Development Officer, Delhi on a nominal rental of Re. 1/per annum.

2 Ministry of Health 12-6-1953 Notification No. 4-3(2)/53-MI as amended by the

Netification

F.4-2/61 MII(ME).

Ministry of Health 27-11-1963

No.

Hospital for Women and Children, 1 Delhi, Fund.

The Lady

Hardinge

I	2	3	4	5	6	7	8	9
					Number of buildings, including Mosque, Church, etc., 7r in all. Approximate cost of buildings assessed by the Land and Development Officer, Delhi, Rs. 63,50,537/-			
3	Ministry of Health Notification No.	31-8-1962	Pasteur Ins- titute of India.	Members of the Association of the Pasteur Institute of	1. Anti-Rabies Research Cemre building, Kasauli.	Not known.	Not known.	
	F. 14-26/61-Instt.		India.	India.	<ol> <li>Lady Linlithge Sanaterium building, Kasauli.</li> </ol>			
	MAHARASHTRA				3. Shelton Lodge, Kasauli.			
r	G.I.H.D. Education No. 433.	27th May, 1909.	The Indian Institute of Science.	The Collector of Bombay, Shri Nar- yosang Hormazdiar Coyajec and Shri Naval H. Tata.	"Victoria Buildings"—All that piece of freehold, situated in the Fort on the eastern side of Parsi Bazar Street, at or near the Elphinstone Circle with the messuage, tenements, buildings thereon known as "Victoria Buildings" containing by admeasurement, 482-3/4 sq. yards or thereabouts.	Do.	De.	
×́3	Do.	Do.	Do.	D <sub>0</sub> .	"Albion Place and Alexendra Terrace"—All that piece of land, situated at Byculla on the eastern side of Parel Road with the messuage, tenements and buildings thereon, with their out-houses and stables known as "Albion Place and Alexendra Terrace" containing by admeasurement 11,104 sq. yards or there-	Do.	Do.	

4&3	Da	Ďa,	Ŭa,	Ďa.	"Reay House" and "Sand-hurst House"—All that piece or parcel of leasehold land situated on the Apollo Reclamation, in the Island of Bombay containing by admeasurement 2,004 8/9 square yards, with the two buildings thereon, known as "Reay House" and "Sand-hurst House".	Do.	Ďo.
6&7	Da	i) <sub>0</sub> ,	Do.	Do.	"Rosevelt or Ezra House"— All that piece or parcel of leasehold land, situated on the Apollo Reclamation, containing by admeasurement 533 square yards and 3/9 of another square yard, with the buildings thereon, known as the "Rosevelt House or Ezra House" and secondly all that piece of leasehold land also situated on the Apollo Reclamation, in the Island of Bombay, containing by admeasurement 573 square yards and 3/5 of another square yard.	Do.	Do.
8 & 9	Do.	Do.	Do.	De.	"Sargent House" and "Jen- kins House"—All that piece or parcel of land situated on the Apollo Reclamation in the Island of Bombay, containing by admeasurement 3487 2/9 square yards with the buildings thereon known as "Sargent House" and "Jenkins House."	Do.	Do.

300. 3(H)]

THE GAZETTE OF INDIA: AUGUST 9, 1969/SRAVANA 18, 1891 3401

I	2	3	4	5	6	7	8	9
10	G.I.H.D. Education No. 433	27th May, 1909	The Indian Institute of Science.	The Collector of Bombay, Shri Nar- yosang Hormazdiar Coyajee and Shri Naval H Tata,	"New Shamji Buildings, now known as Station Terraces, Sleater Road"—All that piece of land of Foras tenure admeasuring 2,290 square yards or thereabouts with the several messuages, tenements or dwelling houses, known as "New Shamji Buildings Extension" now known as the "Station Terraces" situated on the South side of the Sleater Road, Bombay.	known	Not known	
11	Do.	D <sub>0</sub> .	Do.	Do.	"Candy House"—All that piece of leasehold land, situated on the Apollo Reclamation in the Island of Bombay, containing by admeasurement 529 6/9 square yards known as "Candy House".	Do.	Do.	
:2& <b>;</b> 3	Dg.A	Do,	Do,	Do.	"Land near Albion Place and Alexandra Terrice"— All that piece of land containing by admeasurement 8,570 square yards or theresbouts registered by the Collector of Bombay with other land situated at Byculla on the eastern side of Parel Road in the City of Bombay, together with messuages, tenements and dwelling houses standing thereon known as "Land near Albion Place and Alexandra Terrace."	Do,	Do.	107 8/9 sq. yards, acquired by the Land Acquisition Office for the City of Bombay.

Do. Do. Do. Do.

shri Hill).

thereon assessed by the Municipality of Bombay under-Award Nos. 213, 214 and

τ		h March, i 1906	Sir Jamsetji Jejeebboy Parsee Be- nevolent Institution.	The Secretary, Sir A Jamsetji Jejeebhoy Parsee Benevolent Institution, Bombay.	Street Nos. 158 and Colaba Road and Wo Road and Street No. Lower Colaba Road ively.  piece of land wit thouse and buildings at Hornby Road, For bay, admeasuring 1688 yards.	dehouse 154 of respect- welling situate t, Bom-	Not known	 Nc1 known	
17	Gadada I	th <b>July</b> , S 191 <b>2.</b>	Sir Jamsetji Jejeebhoy Parsee Benevolent Institution.	The Secretary, Sir A Jamsetji Jejeebhoy Parsee Benevolent Institution, Bombay.	Il that piece or parcel hold land with m tenement or stables thereon situate at Go Fort, Bombay, adme 173 and 62 square thereabouts.	essuage, standing la Lane, asuring	Do.	Do.	
1	Order No. 389 Education, Government of India, Ministry of Defence No. 778A as amended in Government of India Notification No. F. 19-84/52-GI by the Ministry of Defence and Notifications Nos. F. 19-39/54/H3Edn. F. 19-39/54/H3Edn. F. 19-39/57/D5 and F. 19-49/57/D5 by Ministry of 28	1904	The Law- rence Mena- orial School (Lovedale) Fund.	(a) Three representatives of the Govt. of India of whom one shall be from the Ministry of Education and Scientific Research and shall be the Chairman, one shall be from the Ministry of Finance and shall be the Treasurer of the School and one shall be from the Ministry of Defence.  (b) From other members to be nominated by the Govt. of India.	ing 15 cawnies 18 gand 1678 sq. ft. with the ing thereon known as "Military Female Asylum".  (b) Lands in Ketti and Comund in the Nilgiris I having the Survey mand extents as noted by "Village S. No.  Ketti 1158 1224/4	result from the first	s. 26,475·00	Not known	The property is in the occupation of the Civil Orphan Asylum, in consideration of the maintaining and educating 30 additional girls in addition to the girls of the Asylum such as were formerly admitted to the Madras Military Female Orphan Asylum.

3

1356/2 0.74 1356/4 1.06 1225 0.67 Ootacamund 1.66-4/8 5020 5018 0.05-5/8 Ketti 1159/1 0'14 Ketti 1161/I-B 1.65 Octacamund 4956 6-3-4/8

1355/3

1355/5

25:34

4:20

6

7

8

9

#### UTTAR **PRADESH**

2

1 Government of U.P. 2nd April, Education Deptt. 1918 and Notifications Nos., 29th Nov., 602/XV-301 and 1923 res-808G/XV/619/1923. pectively.

A committee of mana- (a) Three houses situated in Giraundi Kavastha gement consisting Pathshala of the Collector, Mirzapur as ex-Endowment Officio Chairman Trust, Mirand executors of zapur. the estate of late Mnnshi Bindeshwari Prasad, Pleader.

5

Mohalla Welleslevguni, Distt. Mirzapur bounded as follows:

(1) South-House of Sri Piyare Rs. 600 oo Not Lal, North-House of Musknown ammat Jhunna, West-Government Road, East\_\_ House of Sri Sumer Sonar.

- (2) South-House of Munshi Rs. 600.00 Đο. Bindeshwari Prasad, Vakil, North-Mosque, West-House of Shri Rameshwar Teli, East-Road.
- (3) South-House of Shri Budha, Rs. 600.00 Do. North-House of Munshi Bindeshwari Prasad, Vakil, West-House of Musammat Umrao, East-Road.

- (b) A grove situated in Mauza Rs. 600 co Do. Girsundi, Tehail Chunar, District Mirzapur.
- (c) Pathshala in Mauza Giraundi, Tahsil Chunar, District Mirzapur situated in the grove mentioned in (b) above.

## PUNJAB

Pending apportionment of Properties relating to Central Charitable Endowments between India and Palistan the list of properties could not be prepared.

## PART II—LIST AND ABSTRACT

No.	Name of endow- ment	Persons in whose behalf held	Particulars of Securites	Total of Securities	Cash
	Incir	benan neig		Securities	Interest or dividend realised
1	2	3	4	5	6
			Ra.	Ra.	Rs.
INDI	<b>'A</b>				
I	Merchant Sea- men's Amenities Fund.	Merchant Seamen Amenities Fund Committee.	1946. 1,49,100 (		
			Treasury Savings De- posit Certificates . 50,000 o	D	
			4% Bombay Municipal Loan 1971. 2,38,500.0	0 8,87,600-00	36,263·0 <b>0</b>
2	Khandpara State Trust Fund	Board of Trustees, Khandpars State Trust Fund.	4% Loan 1972 . 30,600 o	o <u>go,600·00</u>	1,224-000
3	Armed Porces Benevolent Fund	Arme d Forces Benevolent Fund General Committee.	9% 1st Development Loan 1970-75 21,65,200 0 4½% Loan 1971 5,38,000 0 Treasury Savings Deposit Certificate 81,900 0 3% Conversion Loan 1946 8,00,400 0	o o	1,16,454.00
1	Lady Hardingo Hospital for Wo- men and Children, Delhi, Fund.	Board of Adminis- tration, Lady Hardinge Medical College & Hospital.	3% Conversion Loan 1946 3% Loan 1986 3% Ist Development Loan 1970-75 Treasury Savings/Defence Deposit Cartificates National/Plan/Defence Savings Certificates 41% Loan 1973  88,100.00	ио жо	D 31,454·12
5	Army Officers' Benevolent Fund.	Army Officers' Be- nevolent Fund General Committee.	3% Conversion Loan 1946 53,500	oo 53,300·oo	1,599·00
	6 St. Dunstan's (India) Fund.	Board of Trustees, St. Dunstan's (India) Fund.	3% Ist Development Loan 1970-75 4% Loan 1989 Treasury Savings Deposit Certificates National/Plan Savings	0 00	26,045·5
7	Army Central Welfare Fund.	General Committee, Army Central Wel- fare Pund.	5% Conversion Loan 1946 . 19,14,200 C National/Plan Savings Corrificates . 1,62,000 C Fixed Deposit with the Madras Industrial In- vestment Corp. Ltd 34,63,500	NO	5,56,799°

## ACCOUNT OF SECURITIES

Ro	colpts	Cas'ı Expenditure		lance	Remarks
Other Cash receipts	Total Cash receipts	Payments	in	cash	
7	8	9		10	11
Re.	R•.		Ra.	Rs.	
••	36,263.00	Interest remitted Fee paid to Govt.	35,900 36 362 64 36,263 00		
	1,224 00	Interest remitted Fee paid to Govt.	1,211·76 12·24 1,224·00		
(a) 35 00	1,16,489.00	Interest remitted Fee paid to Govt.	1,15,289·46 1,164·54 1,16,454·00	32.00	(a) Represents Opening balance.
(b) 574·01	32,028 13	Interest remitted (b) Other payments hee paid to Govt.	31,199 57 \$74 01 314:55 32,028:13	**	(b) Rs. 74 or out of this represent the balance remained after purchase of securities of the 4t% Loan 1973 for Rs. 88,100, since remitted to the Fund authorities and the balance of Rs. 500 represents the amount received from the Fund authorities which has since been invested in the Defence Deposit Certificate for Rs. 500.
	1,599 00	Interest remitted Fee paid to Govt.	1,583 00	**	
	26,045 50	Interest remitted Fee paid to Govt,	25.785.04 260.46 26,045.50		(c) Rs. 169.94 out of this represents opening balance and the balance of Rs. 4,28,724.70 represents sale proceeds of 34% Loan 1974 for Rs. 35,600/- 3% Ist Development Loan 1970-75 for Rs. 2,56,000/and 4% Loan 1979 for Rs. 1,60,000/
(a) 4,28,894	·64 7, <sup>6</sup> 1,604 · 10	lnterest remitted (4) Other payments Fee paid to Govt.	\$3,27,547-25 4.34,773-84 3,368-01 7,65,694-10	,,	(d) Rs. 4,34,600/- out of this represents Fixed Deposit Investment with the Madras Industrial Investment Corporation Ltd., and the balance of Rs. 178-84 (including the opening balance of Rs. 169,94 represents uninvested balance since remitted to the Fund Authorities.

1	2	3	4		5	6
_	<del></del>			Rs.	Rs	Rş.
8	Air Force Officers' Contributory Education Fund.	General Committee, Air Force Officers' Contibutory Edu- cation Fund.	4% Loan 1969  Fixed Deposit with the Madras Industrial Investment Corp. Ltd. National Defence Certificates Defence Deposit Certificates 4-3/4% Madras Loan 1976	1,95,000 00 55,000 00 1,00,000 00 40,100 00	6,62,400.00	26,378-93
9	Thomas Reed Bell Memorial Fund.	The President, Fo- rest Research Insti- tute and Colleges, Dehra Dun.	3% Conversion Loan 1946	3,100.00	3,100-00	<b>9</b> 3 cc
10	Central Post War Resettlement Pund.	The Managing Com- mittee, Central Post War Resettlement Fund.	4% Loan 1979 National Plan Savings Certificate Treasury Savings Deposit Certificate	1,80,000.00 25,000.00 25,000.00	2,30,000.00	<b>8,200</b> · 00
II	Pasteur Institute of India.	Members of the Association of the Pasteur Institute of India.	3% Conversion Loan 1946 4% Loan 1980 National Plan Savings Certificates	66,900.00 1,10,900.00 15,000.00	1,92,800.00	<b>6,44</b> 3 co
12	National Founda- tion for Teachers' Welfare.	General Committee, National Founda- tion for Teachers' Welfare.	4-3% National Defence Bonds 1972	29,50,000.00	29,50,000.00	
13	Sarada Ranga- nathan Endow- ment for Library Science,	Committee of Management of the Fund.	Fixed Deposit with the Madras Industrial Investment Corp. Ltd.	1,00,000.00	1,00,000.00	6,40 <u>5</u> 8g
14	Banubai Byramji, Kanga Trainces Welfare Fund of the Training Cen- tre for the Adult Blind, Debra Dun.	The Superintendent, Training Centre for the Adult Blind, Dehra Dun.	Premium Prize Bond 1964	100.00	100.00	
15	Armed Forces Re- construction Fund	General Committee, Armed Forces Re- construction Fund	3% 1st Development Loan 1970-75 4-1/2% Loan 1971	75,73,900.00 53,33,Ico.00	1,29,07,000.0	0 4,67,2( f
6	Indian Gorkha Ex- Servicemen's Welfare Fund.	Committee of Ad- ministration, Indian Gorkha Ex-Service- men's Welfare Fund.	3% 1st Development Loan 1970-75	3,82,000.00	3,82,000.00	11,460.00
17	Flag Day Fund .	Managing Commit- tee, Flag Day Fund	National Plan Savings	3,29,000 · 00 4,20,000 · 00 1,34,000 · 00 1,65,000 · 00 1,58,000 · 00 1,25,000 · 00 1,05,000 · 00 1,07,000 · 00		

SEC. 3(ii)] THE GAZETTE OF INDIA: AUGUST 9, 1969/SRAVANA 18, 1891 3411

7	. 8	9		10	11
Ra.	Rŧ∟		Rs.	Rs.	
••	26,378-93	Interest remitted Fee paid to Govt.	. 26,115.15 . 263.78	• •	
			26,378.93		
••	93 00	Interest remitted Fee paid to Govt.	. 92·06 . 0·94	••	
			93.00		
••	8,200.00	Interest remitted Fee paid to Govt.	8,118.00 82.00 8,200.00	••	
	6,443.00	Interest remitted Fee paid to Govt.	6,378 · 56 64 · 44 6,443 · 00	••	
	1,25,375:00	Interest remitted Fee pald to Govt.	1,24,121·24 - 1,253·76 1,25,375·00	••	
-	6,405.83	Interest remitted Fee paid to Goyt.	6.341 77 64 06 6,405 83	••	
	•-			• •	No interest became due on t Premium Prize Bond.
				1	
98-25	4,67,304.75	Interest remitted Fee paid to Govt.	4,62,534 42 4,672 08 4,67,206 50	98-25	(e) Represents Opening balance
••	11,460.00	Interest remitted Fee paid to Govt.	. 11,345 40 . 114 60		

.. 64,272 50 Interest remitted Fee paid to Govt. 63,629·76 643·74

64,272.50

3412	HE	GAZETTE	OF	INDIA:	AUGUST	9,	1969/SRAVANA	18,	1891	[PART II-
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2	3	4		5	6
ARASIITRA			Re.	R¶.	Rs.
	The Council of the Indian Institute of Science, Bangalore	3% Loan 1970-75 . 2	2,04,100 00 2,	,04,100.00	6,123·0 <b>0</b>
Indian Institute of Science (Bombay Properties).	Do.	4% Bombay Port Trust	47,500 00	K 61 100:00 40	486 on
Fakirjee Cowasjee of Karachi Scho- larship Fund.	Captain-Superintendent, Trainingship, Dufferin Mazgaon Pier, Bombay-10.	3% Conversion Loan 1946	60,000.00		1,800.00
Chatfield Memo- rial Prize Fund.	<ol> <li>Principal Training College for Men, Poons.</li> </ol>				
	<ol> <li>Principal Train- ing College for Men, Dharwar.</li> </ol>	3% Conversion Loan 1946	200 00	200.00	6.00
	3. Principal Train- ing College for Men, Ahmedabad.				
Ganesh Balwant Limaye Scholar- ship Fund.	Director of Education, Maharashtra State, Poona.	3° Conversion Load 1948	96,000-00	56,000-00	1,680.0
Sir William Moore Memorial Fund,	Surgeon-Gon. with the Govt, of Maha- rashtra, Bombay.	్త్రాగ్జ్ Conversion Lasa 1946	1,100 00	1,100.00	33 0
of Education am- ong Mohamedans	t State, Poona.	3% Conversion Loan 1946 4% Muharashtra Loan 1969			4,563.
English in connec	<b>&gt;</b>	3% Conversion Loan 1946 4% B.P.T. Loan.	3,000.00 400.00	3,400-00	132
Sir Sassoon David Trust Fund for Agriculture and Educational pur poses.	d Board of Trustees of the Fund C/o Set to Govt. of Maha-rashtra, Agricultt and Co-operation Deptt., Bombay.	f 4% Madras Loan 1971 cy. 4% A. P. Loan 1971 cy. 4% U. P. Loan 1971 de 4% W. B. Loan 1971	46,100.00 30,000.00		0 30,044
connection with Bombay State Pr bation and After-	the tra State Probation o- After-care Associa tion, B.I.T. Blo No. 33, King's Ci.	n & Loan 1978 - 3% Conversion Loan 194 ck rele,		21,000.00	980.
			25,200.00	25,200.00	756
3	ARASHTRA  Indian Institute of Science (Bangalore Properties).  Indian Institute of Science (Bombay Properties).  Fakirjee Cowasjee of Karachi Scholarship Fund.  Chatfield Memorial Prize Fund.  Chatfield Memorial Prize Fund.  Sir William Moore Memorial Fund.  Sir William Moore Memorial Fund.  Kuzi Shahbuddin Endowment for the encouragemen of Education among Mohamedams in the Bombay Presidency.  Fund for Prizes in English in connection with the S.S. C. Examination.  Sir Sassoon David Trust Fund for Agriculture and Educational purposes.  After-care Fund in connection with Bombay Stare Properties of After-care Fund in connection with Bombay Stare Properties of After-care Association.	ARASHTRA  Indian Institute of Science (Bangalore Properties).  Fakirfee Cowasfee of Science (Bombay Properties).  Fakirfee Cowasfee of Science (Bombay Properties).  Fakirfee Cowasfee of Science, Bangalore  Chatfield Memorial Prize Fund.  Chatfield Memorial Training College for Men, Dharwar.  3. Principal Training College for Men, Abmedabad.  Chancah Balwant Limaye Scholarship Fund.  Sir William Moore Memorial Fund.  Sir William Moore Memorial Fund.  Sir William Moore Memorial Fund.  Sir Wassoon David Trust Fund for the encouragement of Education among Mohamedams in the Bombay Presidency.  Sir Sassoon David Trust Fund for Agriculture and Education with the S.S. C. Examitation.  Sir Sassoon David Trust Fund for Agriculture and Education with the S.S. C. Examitation.  After-care Fund in Co-operation Deptt., Bombay.  After-care Fund in President Maharasic Co-operation Deptt., Bombay.  After-care Fund in Co-operation Deptt., Bombay.  After-care Fund in Relefe (Scholarship) tion, Maharashtra Care Association.	ARASHTRA  Indian Institute of Science, Bangulere  The Council of the Indian Institute of Science, Bangulere  To General Balwant Limaye Scholarship Fund.  Gancah Balwant Limaye Scholarship Fund.  Chatfield Memorial Fund.  Chatfield Memorial Prize Fund.  C	ARASHTRA  Indian Institute of Science, Bangalere  Indian Institute of Science, Bangale	ARASHTRA  Indian Institute of Science, Bangalore Sc

7	8	9	10	11
R8.	Rş.		Rs.	Rs.
- •	6,123.00	Interest remitted Fee paid to Govt.	6,061·76 61·24 6,123·00	
	49,486.00	Interest remitted Fee paid to Govt.	48,991·14 494·86 49,486·00	
,	1,800.00	Interest remitted Fee paid to Govt.	J,782.00 18.00	
		Fec paid to Govt.	· (i) 0·03	(c) 12·37 (i) Poona.
(d) 9	40 I5-90	Interest remitted Fee Paid to Govt.	(f) I·75	<ul> <li>(j) Dharwar V</li> <li>(k) Ahmedabad.</li> <li>(l) Interest has been retained as the Institut on at (i) has been closed with effect from the 1st April 1964.</li> <li>(d) Represents opening balance.</li> </ul>
		Interest remitted. Fee paid to Govt.	. 1·73 • • • • • • • • • • • • • • • • • • •	opanic,
		TOTAL	· 3.53	
•	. 1,680·oc	Interest remitted . Fee pald to Govt	1,663 · 20 16 · 80	
	33-00	Interest remitted . Fee paid to Govt	32.66 0.34	
	4,563·0	Interest remitted . Fee paid to Govt	4,517 36 45 64 4,563 00	
	I32·o	o Interest remitted. Fee pald to Govt	130 68	
	30,044.0	o Interest remitted . I'ee paid to Govt	29,743 56 300 44 30,044 00	
	•• Ago.c	lnterest remitted . Fee paid to Govt	970°20 9°80 980 00	
	756-0	Fee paid to Govt	748 44 7 56 756 00	
,	384 (	Interest remitted. Fee paid to Govt.		••

## 3414 THE GAZETTE OF INDIA: AUGUST 9, 1969/SRAVANA 18, 1891 [PART II-

I	2	3	4		5	6
				Rs.	Ra.	Rs.
13	Bombay Province	Director of Agricul- ture, Maharashtra	3% Conversion Loan 1946.	4,16,000·00		
	Fund	State, Poons.	5-3/4% Maharashtra Loan 1979		4,18,000.00	12,595.00
14	Saiyid Saiyid Mi- yan Ahmed Mi- yan Kadri Scho- larship Fund.	tion, Maharashtra	3% Conversion Loan 1946. 4% B.P.T. Loan.	5,600·00 22,500·00	<b>28,</b> 100· <b>00</b>	t,068- <b>00</b>
15	Dr. Ramchandra Shivaji Poredi Scholarship Fund	Do.	3% Conversion Loan 1946	11,100.00	11,100.00	333.00
16	Sir Cusrow Wadia Trust Fund.	Chairman of the Governing Body of the Fund C/o Secy. to Govt, of Maha- rashtra, Agricul- ture & Co-opera- tion Deptt., Bom- bay.	3% Loan 1970-75	. 12,86,100.00	12,86,100.00	98,583-00
17	Post War Services		3% Loan 1970-75 3% Conversion Loan	6,6 <b>∞</b> ∙ <b>o</b> o		
	Reconstruction Fund.		1946	1,200.00		
	(Rajasthan Share)		4-1/4% Bombay S. D. Loan 1969	3,600.00	11,400.00	386∙74
18	War Memorial Fund for Indian Merchant Seamen 1947.	Committee of Ma- nagement of the Indian Sailors, Home Society, Mas- jid Bunder Siding Road, Bombay-9.	3% Conversion Loan 1946	21,32,900 00	21,32,900.00	<b>6</b> 3,987 <b>∙o</b> o
19	Homi Mehta Vic- tory Thanksgiving Fund (Rajasthan		3% Conversion Loan 1946 4-1/4% Loan 1973	\$00.00 100.00		
	Share)		4-1/4% Bombay Loan 1969	500.00	1,400.00	49-24
20	I. V. Mandke Priz Fund.	c Director of Educa- tion, Maharastru State, Poona.	3% Conversion Loan 1946	1,600.00	r,600-00	48-00
<b>2</b> I	Miss Manikbai Shinde Prize Fund.	Do.	3% Loan 1896-97 .	1,000·00	1,600.00	300· <b>00</b>
	Marutha War Me- moriai Fund.	Hony, Secretary, Maratha War Me- morial Fund, The Maratha Light Infantry Re- gimental Centre, Belgaum.	3% Loan 1970-75 3% Conversion Loan 1946	9,200-00 5,45,300-00	5,54,500-00	16,635°00
23	Sir M. V. Joshi Trust Fund.	Principal, Agriculture College, Poona.	3% Converson Loan 1946 4% Bombay Loan 1970.	12,800.00 500.00	13,300.00	404*00
24	Miss Clarke Me- moral Nursing Fund.	Chairman, Bombay Branch of the National Association for supplying Fermale Medical And and Instruction to the women of India, C/o Shri R. N. Bhavnagri, S. B. Billimoria & Co. Chartered Accountants, 113, Mahatma Gandbi Road Bombay-I.	3% Conversion Loan 1946	I1,000 <b>∙o</b> €	11,000.00	330· <b>0</b> 0

	7	8	9			10	n
	Rı.	Ra.			Rı.	Rs.	
	••	12,595-00	Interest remitted Fee paid to Govt.		12,469 04 † 125-96		
					12,595.00		
	•-	1,068.0	Interest remitted Fee paid to Govt.	: :	1,057.32	••	
					1,068-00	-	
		333.00	Interest remitted Fee paid to Govt.		329-66 3*34		
					333 00		
	••	38,583.00	Interest remitted . Fee paid to Govt.		38,197-16 385-84	• •	
					38,583.00		
<u>(1)</u>	94-07	480-81	Fee paid to Govt.		0.18	(h) 480·63	(g) Represents opening balance. The difference of Rs. 0.23P in the closing balance as on 31-3-68
					0.10		and opening balance as on 1-4-1968 is on account of com- mission charged by the Reserve
							Bank which could not be reflected in the accounts of 1967-68.
	٠.	63,987.00	Interest remitted . Fee paid to Govt.	:	63,347 12 639 88		(h) The interest on account of accounties pertaining to Rajas- than has been retained pending
				,	63,987.00		transfer of the share of Rajas- than.
<b>(I</b> )	24.62	73-86	Fee paid to Govt.		0.13	(J)73·74(J)	(I)Represents opening Balance The interest on account of securi
		,,		-	0.13		ties pertaining to Rajasthan has been retained pending transfer of the share of Rajastham
	••	48-00	Interest remitted Fee paid to Govt	•	47 52 0 48	::	
				_	48.00		
	••	30.00	Interest remitted Fee paid to Govt	:	29 70 0 <b>30</b>		
				-	30.00		
	••	16,635.00	Interest remitted Fee paid to Govt.		16,468 · 64 166 · 36	••	
					16,635.00		
		404-00	Interest remitted		, 399 <b>-96</b>		
			Fee paid to Govt	` -	404.00		
	.,	330.00	Interest remitted .		326.70	••	
			Fee paid to Govt.	٠ _	3.30		

1	2	3	4		5	6
_				Rs.	Rs.	Rs.
25		Director of Educa- tion, Maharashtra J State, Poona.	3%įConversion Loan 1946	2,000.00	2,000.00	60∙00
26	Campbell Memorial I und.	Committee of Manag gement of the Bom- bay Branch of the Asiatic Society, Town Hall, Bom- bay-1.	e 4-1/4% Maharashtra Loan ] 1972.	I 4.900·00	4,900.00	208·26
27	Sir Jamaetjee Jejec- bhoy Parsee Bene- volent Institution !!	Secretary, Sir J.J.P. B. Institution, 209, Dr. Dadabhoy Na- oroji Road, Fort, Bombey-1.	4 % Loan 1981 4 % Bombay Loan 1970 4-1/4 % Maharashtra Loan 1972 4-3/4 % Loan 1989 4-1/2 % Maharashtra Loan 1974 4-3/4 % Madras Loan 1976	"6,900.00 39,500.00 2,99,500.00 5,600.00 19,500.00 3,000.00 2,000.00 4,500.00 1,80,800.00 4,400.00 500.00 2,500.00 2,500.00	26,30,70 <b>0</b> ∙∞	98,202 5
28	Bombay Branch of the National Asso- ciation for supply- ing Fornale Med- dical Aid and Instruction to the Women of India.		3 % Conversion Loan 1946 4 % Mahr. Loan 1969 .	2,18,100 · 00 30,000 · 00	2,48,100.00	7,743 CC
29	Rustomice Jamset- Jejijibhoy Gujarti School Fund.	Secretary, Sir. J. J. Parsee Benevolent Institution, 209, D. D. N. Road, Fort. Bombay. J.	3 % Conversion Loan 1946 t.	72,000-00	72 <b>,000</b> · 00	<b>2,160</b> <i>0</i> 0
	MADRAS					
1	The   Lawrence   Memorial School   (Lovedsle) Fund.	one shall be from the Ministry of Education and Scientific Research and shall be the Chairman, one shall be from the Ministr of Finance and shall be the Treasurer of the School and one shall be from the Ministry of Defeuce (b) Four other mem	4% Non transferable Treasury Note of 1863- 64 Do. 1872-73 Do. 1873-74 4-1/2% Loan 1986 5-1/2% Loan 1990 y Fixed Deposits Short term Deposit,	41,400.00 10,000'00 16,400'00 16,000'00	:4,86,345·97 4 <sup>8</sup>	i,849 74.
2	The Victoria Jub- ilee Scholarship Endownent Fund at Mangalore.	sisting of (I) Dt,	3% Conversion Loan 194	6 35,400 (	oo 35,400 oo	) 1,062°00

(&) Other payments Fee paid to Govt	7	8	9			10	11
Pee paid to Govt	Ra.	Rs.		_	Rs.	Rs.	
208-26	••	60-00		:		• -	
Tee paid to Govt.   2.08     208-26					60.00		
208-26		208-26					
7,000 · 00 1,05,202 57 Interest remitted . 97,220 · 49			Fee pand to Govt	•			
(k) Other payments Fee paid to Govt					200 20		
Fee paid to Govt	7,000.00	1,05,202 57	(k) Other payments	:	2,500-00 982-08		(i) 5-9/4% Madres Loan 1980 fo Rs. 2,500 amounting to Rs 2,438'51 and (ii) the un-invested balance Capital amounting to Rs. 61'4 which has been returned to
1 Fee paid to Govt			Fee paid to Govt.		77-44		
49,332.57 98,182.31 Interest remitted 1,543.90   96,622.81 (e) Represents opening bu		2,100-00	Fee paid to Govt.		21.60		
Fee paid to Govt 15 60	49,332-57	98,182	· 31 Interest remitted . Fee paid to Govt		. 1,543.90 15 60	₹ 96,622-8	I (e) Represents opening bular

(r) 1,409 68 ] 2,471 68 Interest remitted . . 1.519 65 936 68 (r) Rs. 966 18 out of this represents opening balance and the balance of Rs. 443 50 represents refund of scholarship amount.

3418 THE GAZETTE	OF INDIA:	AUGUST 9	1969/SRAVANA	18, 1891	[PART II—

	2	3	4		5	\$
				Rs.	Rs.	Rs.
3	Jonnagadia Ra piah Chetty Co legiata Schola ahip Badowmer Fund at Madrai	pτ	of 3% Conversion Loan on, Treasury Savings posit Certificate 4/1% Madras Loan	D0- 200-0 1974 3,000 0	0 .	1,115-00
	Grigg Memori Undowment Fur Madras.	al The Director nd School Education Madras & Collector, Madras.	on 1946.	TT.500 v		389-00
5	J. M. Bourne Me morial Endow ment Fund at Madras.	r- of the Southern	r 3% Conversion Los 1946. Treasury Savings posit Certificates.	, 3001		61.00
/EST	BENGAL					
1 '	The Indian Peo- ple Famine Trust.	- Board of Manage- ment, New Delhi.	3%Conversion Loan	32,78,400.00	3 <b>2,</b> 78,400 · 00	98,352100
2 7	The Jewish Chari table Endowment Fund.	l- Mussa Board, Cal cutta.	- 3% Conversion Los 1946 3% Losn 1970-75	38,000.00	98,800.00	2,964.00
i	The Fund for the Medical Relief for Officers and Seamen of the Mercantile   Marrine.	Committee, Chitta-	1946	oan . 10,000 00	10,000.00	••
'DH'	YA PRADESH					
ti C	awab Sultan Ja- ian Begum Edu- ation Endow- nent, Bhopal	Board of Governors consisting of the following:—	3% Conversion Loan 1946 4% M. P. Loan 1971	9,24,400-00 . 4,33,900 oc	13,58,300.00	45,088-00
		(I) His Highness Sikander Saulat Iftikhar-ul-Mulk Nawab Mohammed Hamidullah Khan;				
		(2) Shri Mahabir Prasad Vorma formerly Judge of the Bhopal High Court;				
		(3) Shri Mohammed Ahmed Ansari for- merly Judge of the Bhopal High Court;				
		(4) Colonel Yamoe- mul-Mulk Nawab- zada Reshidurz- Zafar Khan Baha- dur; and				
		(5) Mutamidul-Insha Ali Quadir Shri Syed Mashuq Ali, Secretary, Sarf-e- Khas of His High- ness the Nawab of Bhopal.				
K.		ecretary to the Go- 3 verning Body of the King Edward Memo-	% Loan 1896-97 . % M.P. Loan 1971	19,000-00		
M	morial Society ad.	King Edward Memo- i rlai Society, Nagpur,	% Conversion Loan 1946.		4,52,000 00 I	5,462.00

Sec. 3(ii)] THE GAZETTE OF INDIA: AUGUST 9, 1969/SRAVANA 18, 1891 3419

7	8	9		10	11
Rs.	Rs.		Rs.	Rs.	
(s) 2,741·08	3,856.08	Interest remitted Fee paid to Govt	469·26 4·74 474·00	3,382.08	(s) Represents opening belance
(u) 2,268·88	2,657.88			2,657 · 88	(u) Represents opening balance.
(v) 424·57	485.57			<b>485 · 5</b> 7	(v) Represents opening balance.
	98,352.00	Interest remitted Fee paid to Govt	97,368·48 983·52 98,352·00		
	2,964.00	Interest remitted Fee paid to Govt	2,934·36 29·64 2,964·00	••	
(y) 1,389·25	1,389 -25			1,389-25	(y) Represents opening balance,
(aa) 225·44	45.913.44	Interest remitted Fee paid to Govt	44,637·12 676·32 45.313·44	••	(as) Represents opening balance.

<sup>(</sup>bb) 77.31 15.539.31 Interest remitted . Fee paid to Govt. .

<sup>15,307·38</sup> 231·93

<sup>., (</sup>bb) Represents opening balance.

I	2	3	4		5	6
				Rs.	Rs.	Rs.
3	C. P. Agriculture and Industries Improvement Fund.	Secretary to the Governing Body of the Society of Agriculture and Industries, Nagpur	4% M. P. Lean, 1971 . 3% Conversion Lean 1946 .	6,100-00 1,24,000-00	1,30,100 00	3,964-06
4	Anson Gardner Memorial Scho- Iarship Fund.	Bishop of Nagpur	4% M.P. Loan 1971 3% Conversion Loan. 1946	3,900-00 4 <i>0</i> 0-00	4,300-00	168-00
ร	Sowbhagyawati Anneuyubai Pan- dit Silver Medal Fund.	Inspectress of Schools, Nagpur Circle, Nagpur.	3% Conversion Loan 1946	300-00	300 <b>-00</b>	9-00
6	Sowbhagyawati Krishnabai Bal Krishna Sule Priz Fund	Do.	4% M. P. Loan 1971 .	300-00	300- <del>0</del> 0	12-00
7	R. B. Bhandun Janardhan Chau- bal Prize Fund	Secretary, Vidarbha Board of Secon- dary Education, Nagpur.	4% M. P. Loan 1971 .	1,000,00	1,000 00	40-09
8	Ram Chandra Thakur Prize Fund.	Secretary, Board of Education, M.P., Bhopsl.	3% Conversion Loan 1946.	500-00	500 <b>-00</b>	15.00
*9	Browning Scholarship and Browning Teacher Scholarship Fund.	Collector, Nagpur. Director of Public Instruction, M.P., Bhopal and Inspector of Schools, Nagpur,	4% M. P. Loan 1971 3% Conversion Loun 1946.	2,300,00 11,600,00	13,900-00	440-0 <sup>0</sup>
10	Hardinge Medal Fund.	Director of Public Instruction, M. P., Bhopal.	3% Conversion Loan 1946	2,100-000	2,100-00	63·0 <sup>0</sup>
11	Meyhew and Spence Silver Medal Fund.	District Educational Officer, Bilaspur.	4% M·P. Loan 1971 .	600-00	600 00	24.00
12	Pandit Promshankar Gangashankar Thakur Scholar- ship Pund.	Janapad Sabha,	r, 3% Conversion Loan 1946	7,100 00	7,100-00	213.00
13	dya High School	Divisional Superintendent of Education, Jabelpur.	3% Conversion Loan 1946	5,000.00	5,000-00	150 00
т4	Laxmibai Scholar- ship Fund.	District Educational Officer, Jabalpur.	3% Conversion Loan 1946.	2,600 00	2,600-00	78-00
x5	Woodburn Scho- lership Fu∎d.	Principal, Rajkumar College Raipur.	4% M. P. Loan 19"1 3% Conversion Loan 1946.	2,500-00 8,300-00	10,800 00	349 00

# Sec. 3(ii)] THE GAZETTE OF INDIA: AUGUST 9, 1969/SRAVANA 18, 1891 3421

	7 '	8	9			10	II
	Rs.	Re.		_	Rs.	Rs.	
cc <b>)</b>	19.82	3,983.82	Interest remitted . Fee paid to Govt	:	3,924·36 59·46 3,983·82	••	(co) Represents opening balance.
(d <b>d)</b>	o·84	168-84	Interest remitted Fee paid to Govi	:	166·32 2·52 168·84		(dd) Represents opening balance.
(e <b>s</b> )	103.50	112.50				112-50	(ee) Representa opening balance
(ff)	139:38	151.38				151.38	(ff) Represents opening balance.
( <b>RR</b> )	99.80	139-80				139-80	(gg) Represents opening balance
(hh)	0.08	15.08	Interest remitted . Fee paid to Govt	:	14.84		(hh) Represents opening bulance
(ii)	2.20	442.20	Interest remitted . Fee paid to Govt	:	435.60 6.60 442.20		(ii) Represents opening balance
(ii)	0.32	63.32	Interest remitted . Fee paid to Govt	•	62·36 0·96 63·32	• •	(jj) Represents opening balance.
(r <b>r</b> )	0.12	<b>24</b> · I2	Interest remitted . Fee paid to Govt	:	29·76 0·36 24·12		(rr) Represents opening balance
( <i>kh</i> )	<b>ነ</b> · 07	214.07	Interest remitted . Fee paid to Govt	:	210·86 3·21 214·07		(kk) Represents opening balance
(II)	0.75	150.75	Interest remitted . Fee paid to Govt	:	148·50 2·25 150·75	••	(II) Represents opening, balance
(mm)	o·39	78-39	Interest remitted . Fee paid to Govt	:	77'22 1'17 78'39	••	(mm) Represents opening balance.
(nn)	· 1·75	350.75	Interest remitted . Fee paid to Govt	:	345°50 5°25 350°75		(nn) Represents opening balance

1	2	3	4		5	6
		···		Rs.	Re.	Ra.
16	M.P. State Tuber- culosis Associa- tion Fund.	Honorary Secretary M.P. State, T.B. Association, Nag- pur.	, 3% Conversion Loan 1946	64,100-00	64,100.00	1,923-00
BIH/	A.R					
I	The Woodhouse Memorial Trust Fund.		Defence Deposit Certificate	1,100.00	1,100.00	49-50
2	The Raja Raghu- nandan Prasad Trust Fund.	The Honorary Treasurer, Bihar S.P.C., Sadaquat Ashram, Pama,	3% Conversion Losn A. 1946.	1.600-00	1,600.00	<b>48-c</b> o
3	The Sir Fakhrud- din Memorial Gold Medal Fund.	lic Instruction.	3% Conversion Loan 1946.	1,100.00	1,100.00	33.00
	AR PRADESH					
Ulgar 1		Treasurer, Muslim University, Allgarh	3% Conversion Loan 1946.	20,200-00	20,200-00	<b>6</b> 06∙00
2	Shri Syed Ahmed Memorial Trust.	Registrar, Musilm University, Aligarh,	3% Conversion Loan 1946.	1,16,000-00	1,16,000.00	5,480·00
3	Sir Willam Marris Scholarship En- dowment Trust.	Vice-Chancellor, Mus- lim University, Ali- garh.	3% Conversion Loan 1946.	6,400.00	6,400-00	192.00
Allah	abad					
4	Rewa Scholarship Endowment Trust,	Principal, Govern- ment Inter College, Allahabad.	3% Conversion Loan 1946.	4,100.00	4,100.00	123.00
5	Panna Scholarahip Bndowment Trust.	Director of Edu- cation, U.P., Alla- kabad.	3% Conversion Loan 1946.	5,200.00	5,200-00	<b>156</b> ·00
-	Vizianagram Scho- larahip Hudow- ment Trust.	Principal, Govern- ment Inter Col- lege, Allahabad.	3% Conversion Loan 1946.	14,800.00	14,800·00	444-00
7 `	Vizianagram Scho- l larahip Endow- ment Trust.	Registrer, Allebebad University, Allebe bad.	3% Conversion Loan 1946	26,000-00	26,000.00	<b>78* •</b> 00

SEC. 3(ii)] THE GAZETTE OF INDIA: AUGUST 9, 1969/SRAVANA 18, 1891 3423

7	8	9			10	II
Rs.	Rs.			R 9.	Rs.	
op) 14,412·88	16,335.88	Interest remitted . Pee paid to Govt	•	16,335.88 16,335.88	••	(pp) Represents opening balance
	49.50	Interest remitted . Fee paid to Govt	:	49·50 49·50		
	48.00	Interest remitted . Fee paid to Govt	:	47·52 0·48 48·00		
	33.00	Interest remitted . Fee paid to Govt	:	32·66 0·34 33·00	••	
	606:00	Interest remitted . Fee paid to Govt	:	599·94 6·06		
	3,480-00	Interest remitted . Fee paid to Govt	:	3,445 · 20 34 · 80 3,480 · 00		
	192.00	Interest remitted . Fee paid to Govt	:	190°08 1°92 192°00		
	123.00	Interest remitted . Fee paid to Govt	: -	121·76 1·24 123·00		
••	156.00	Interest remitted . Pee paid to Govt	: -	154·44 1·56 156·00		
	444*00	Interest remitted . Fee paid to Govt. ,	: -	439·56 4·44 444·00	*,	
	780-00	Interest remitted . Fee paid to Govt	•	772·20 7·80 780·00		

77-7					o, -osa (1	met II -
I	2	3	4		5	6
				Rs.	Rø,	Rs.
Vara	nasi					
8	Sadholal Scholar- ship Endowment Trust.	Principal Sanskrit College, Varanavi.	3% Conversion Los	an - 45,000.00	45,000.00	1,350.00
9	Kathiawad Sans- krit Scholarship Endowment Trust,		3% Conversion Log	, <b>9,</b> 100.00	9,700.00	273:00
10	Rewa Scholarship Endowment Trust.	Principal, Govern- ment Higher Sec- ondary School, Varanasi.	3% Conversion Low 1946 ,	n - 5,800·00	5,800.00	174.00
11	Nagri Pracharini Sabha Endow- ment Trust.	Secretary, Nagri Pracharini Sabha, Varanasi.	3% Conversion Lo	оип - 1,44,800·00	<b>1,44,800</b> .00	4.344.00
12	Maharaj Kumar Sri Sudhanshu Shekhar Singh Deo, heir appa- rent of Sonepur Estate, Orissa, Medal Endow- ment Trust.	Vice-Chancellor, Bangras Hindu, University, Varanas	3% Conversion Lo 1946 il.	oan . 1,500·00	1,500.00	45.00
13	Rani Bhuwan Raj Lakshmi Devi of Basti Endow- ment Trust.	Registrar, Banaras Hindu University, Varanasi.	3% Conversion Lo	oan , 7,300-00	7,300.00	219-00
Pau	oi Garkwal  Garhwal Kshatt- rlya Scholarship Endowment Trust Fund.	Kahattriya Scho-			51,800.00	1,554-00
Tara	know					
	Nagar Education	Secretary, Nagar	3% Conversion L	oan .		
	Endowment Trus	t. Education Endow- ment Trust, Up- per-India Lucknoy	3% 1st Developm	. 16,600.00 nent . 1,800.00		
			Treasury Savings De sit Certificates National Plan Sav	. 14,500.00		
			Certificates .	. 2,800.00	35,700.00	1,130.00
16	Captain Kr. Indra- jit Singh M.C.I. M. S. Memorial Research Scho- larahip Endow- ment Trust.	Collège, Lucknow.	il 3% Conversion I 1946	Loan . 1,06,600.00	1,06,600.00	3,198.00

SEC. 3(ii)] THE GAZETTE OF INDIA. AUGUST 9 1969/3RAVANA 18, 1891 3425

7	8	9	<i>z</i> , <i>==</i> -	10	11
Rŧ	R,	· \ \ <del></del>	R*	I\8	
••	1,440 00	Interest rapitted Fee pand to Govi	1,33( 13 50 1,350 00		
	273 00	Interest romitted Fee paid to Govt	270 26 2.74 273 00		
	נהן סס	Interest remitted Tee paid to Govi	172 26 I 74		
,.	4,344 00	Interest remitted Pee paid to Govt	1,300 56 43 44 4,344 00	••	
	‡3 OO	en rest remitted Lee paid to Govi	44 54 0 46 45·00		
•-	219 00	Intorest remitted . Pee paid to Govt.	. 216 S7 2 20 219 00		
	1,554 00	Interest rematiced. Pee paid to Govi	. 1,538 46 15:54 1,554:00		
	1,130 00	Interest remitted Fee paid to Govi	1,118 66 11·34 1,130 00		The gross interest due on the securities amounts to Rs. 1,132 00 out of which a sum of Rs 2,00 has been deducted by way of income- tax and surcharge. Action for claiming the refund is being taken
	1,198 00	Interest remitted Fee paid to Gove	3,166 02 31 98 3,198 00		care

1	2	3		4		3	6
					Rs.	Rs.	Rs.
$Mir_{x}$	apur						
17	Giraundi Kavasthu Pathahala Endow- ment Trust.	Collector, Mirzapur	1946. Treasury Savings I		1,600 00		
	men Hun.		sit Certificate .		7,550-00	9,150 00	350 00
UNJ.	AB						
	Pending apportions	ment of Securities rel	ating to Central Char	itable F	indowments b	etween India	and Poking

SEC. 3(8)}	THE G	GAZETTE OF INDI	A: AUGUST	9, 1969/SR	AVANA 18, 1891	3427
7	8	9	` ` `\Z`\\	10	11	
Rs.	Rs.	<u> </u>	Rs	Rs		
	150 00	Interest remitted . Fee paid to Govi	. 346 50 3 50			
			350.00			

[No. F. 1/1/69-S.B.-TCE.]

A. R. SHIRALI, Tressurer of Charitable Endowments for India.

### (Department of Revenue and Insurance)

### INCOME-TAX

New Delhi, the 7th July 1969

S.O. 3198.—It is hereby notified for general information—that the institution mentioned below has been approved by the Indian Council of Medical Research, the "prescribed authority" for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income tax Act, 1961.

### Institution

Indian Association for the Advancement of Medical Education, Madras.

[No. 91 F. No. 11/8/69-IT(A.II)]

J. C. KALRA, Dy. Secy.

## (Department of Revenue and Insurance)

### STAMPS

## New Delhi, the 9th August 1969

S.O. 3199.—In exercise of the powers conferred by clause (a) of Sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the ad-hoc bonds to the value of sixty seven lakes of rupees to be issued by the Mysore Financial Corporation are chargeable under the said Act.

[No. 2/69-Stamps/F. No. 1/6/69-Cus.VII.]

M. S. SUBRAMANYAM, Under Secy.